

104/9936

Tuesday, October 01, 2024

4:51 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 14709

दिनांक: 01/10/2024

गावाचे नाव: गगापुर

दस्तऐवजाचा अनुक्रमांक: नसन1-9936-2024

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: सतवीरसिंग त्रिलोचनसिंग पवार

नोंदणी फी

रु. 28290.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 30090.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

5:11 PM ह्या वेळेस मिळेल.

Sub Registrar Nashik1

सह. दुय्यम निबंधक तर्म-२

नाशिक-१.

बाजार मुल्य: रु.1944620 /-

मोबदला रु.2827010/-

भरलेले मुद्रांक शुल्क : रु. 169700/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: 1024017607994 दिनांक: 01/10/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.28290/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH009093965202425E दिनांक: 01/10/2024

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

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

Fees

मुळ दस्त परत मिळाला

दि. 1/OCT/ 2024





/2024

सूची क्र.2

दुय्यम निबंधक : दु.नि. नाशिक 1

दस्त क्रमांक : 9936/2024

नोंदणी :

Regn.63m

गावाचे नाव : गगापुर

घाचा प्रकार अॅरीमेंट टू सेल

दला 2827010

परभाव(भाडेपट्टयाच्या पट्टाकार आकारणी देतो की पट्टेदार ते वे)

पन,पोटहिस्सा व घरक्रमांक(असल्यास)

1944620

1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: जिल्हा नाशिक तालुका नाशिक

मौजे गंगापुर येथील स नं 108/3/2 यागी क्षेत्र 0 हेक्टर 80 आर म्हणजेच 8000.00 चौ मी पैकी 928.00 चौ मी +

388.93 चौ मी वजा जात उर्वरित क्षेत्र 6683.07 चौ मी यावरील बांधण्यात येत असलेल्या शिल्पा अनंदवन या

प्रोजेक्ट मधील के सिंग या इमारती मधील सहाय्या मजल्यावरील फ्लॅट नं 601 यागी कार्पेट क्षेत्र 46.76 चौ.मी

तसेच बाल्कनीचे क्षेत्र 10.66 चौ.मी((Survey Number : 108/3/2 ;))

2) 46.76 चौ.मीटर

नी किंवा जुडी देण्यात असेल तेव्हा.

वज करून देणा-या/लिहून ठेवणा-या

नाव किंवा दिवाणी न्यायालयाचा

किंवा आदेश असल्यास,प्रतिवादिचे

ना.

1) नाव:-मे शिल्पा इस्टेट भागीदारी कर्ता श्री जयेश वल्लभदास ठाकर तर्फे वि सु श्री

विजय मदनलाल सुराणा वय:-56; पत्ता:-प्लॉट नं: 2, , माळा नं: दुसरा मजला, , इमारतीचे नाव: सुमंगल बिल्डर

हाऊस, , ब्लॉक नं: साधू बासवानी रोड, , रोड नं: नाशिक, महाराष्ट्र, णासु:ईक्र. पिन कोड:-422002 पॅन नं:-

AAJFS0255N

2) नाव:-सतवीरसिंग त्रिलोचनसिंग पवार वय:-24; पत्ता:-प्लॉट नं: प्लॉट नंबर 14, , माळा नं: सकाळ न्यूज पेपर

जवळ, , इमारतीचे नाव: स्वार बाबा नगर, , ब्लॉक नं: सातपूर, , रोड नं: नाशिक, महाराष्ट्र, णासु:ईक्र. पिन

कोड:-422012 पॅन नं:-GJMPP2729A

2) नाव:-जसवीरकौर त्रिलोचनसिंग पवार वय:-45; पत्ता:-प्लॉट नं: प्लॉट नंबर 14, , माळा नं: सकाळ न्यूज पेपर

जवळ, , इमारतीचे नाव: स्वार बाबा नगर, , ब्लॉक नं: सातपूर, , रोड नं: नाशिक, महाराष्ट्र, णासु:ईक्र. पिन

कोड:-422012 पॅन नं:-CBJPP3418F

वज करून दिल्याचा दिनांक 01/10/2024

नोंदणी केल्याचा दिनांक 01/10/2024

नांक,खंड व पृष्ठ 9936/2024

भावाप्रमाणे मुद्रांक शुल्क 169700

भावाप्रमाणे नोंदणी शुल्क 28290

नोंदणी नंतरची प्रथम

सूची क्र.II प्रत

अस्सल घरहकग नवकळ

सह. दुय्यम निबंधक वर्ग-२

नाशिक-१.

गटी विचारात घेतलेला तपशील:-

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



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CHALLAN
MTR Form Number-6



N	MH009093965202425E	BARCODE	Date 01/10/2024-13:52:18		Form ID 25.2
Department	Inspector General Of Registration		Payer Details		
Mode of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)			
Registration No.	NSK_HQR SUB REGISTRAR NASHIK 1	PAN No.(If Applicable)	AAJFS0255N		
Location	NASHIK	F II Name	MS SHILPA ESTATES PARTNER JAYESH VALLABHDAS THAKUR		
Period	2024-2025 One Time	Flat/Block No.	S NO 108/3/2 GANGAPUR SHILPA ANANDVAN		
		Premises/Building	WING K		
Account Head Details		Amount In Rs.			
00C46401	Stamp Duty	169700.00	Road/Street	FLAT NO K - 601	
00063301	Registration Fee	28290.00	Area/Locality	NASHIK	
			Town/City/District		
			PIN	4 2 2 0 0 2	
नसम-१		Remarks (If Any)			
दस्तावेज क्र. २२३६ / १०२४		F.II.N2=GJMP72729A-SecondPartyName=SATVEERSINGH			
१ - १२		TRILOCHANSINGH PAWAR AND OTHER			
		Amount In	One Lakh Ninety Seven Thousand Nine Hundred Ninety		
Total		1,97,990.00	Words	Rupees Only	
Payment Details		STATE BANK OF INDIA			
		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00040572024100192702 IK0CYMLDI1	
Cheque/DD No.		Bank Date	RBI Date	01/10/2024-13:24:53 Not Verified with RBI	
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1024017607994	Date 01/10/2024
Received from SELF, Mobile number 9764692296, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Nashik 1 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 01/10/2024
Bank CIN 10004152024100107563	REF No. 427525531960
This is computer generated receipt, hence no signature is required.	

No. : 9764692296
ment.
श्री सदर - लन लागू

01-10-2024 01:53:15

नसम-१
दस्तावेज क्र. (२०२४/१०१६)
२-१६



Valuation Zone : 12.4
Valuation : Rs. 19,44,620/-
Consideration : Rs. 28,27,010/-
Stamp : Rs. 1,69,700/-
Registration fee : Rs. 28,290/-
Govt. Rate : Rs. 29,260/- per sq.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made at Nashik on this 01st day of October 2024.

BETWEEN

M/S SHILPA ESTATES BHAGIDAR KARTA, SHRI. JAYESH VALLABHDAS THAKKER, age- 61, occu- business, a partnership firm, having it's office at Builders House, Sadhu Vaswani Road, Near Mico Circle, Nashik-422002, PAN NO. AAJFS0255N through it's partner hereinafter referred to as "THE PROMOTER / VENDOR" (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) **OF THE FIRST PART;**

AND

1) MR. SATVEERSINGH TRILOCHANSINGH PAWAR
Age-24, Occu - Service, PAN NO - GJMPP2729A
AADHAR CARD NO -9760 7405 5533.

2) MRS. JASBIR KAUR TRILOCHANSINGH PAWAR
Age- 45 Occu - Service, PAN NO - CBJPP3418F
AADHAR CARD NO -2205 6929 4246.

Mobile No.-: 70836 73097/94214 70855/88881 50291.

R/O- Plot No. 14 C, Swarbaba Nagar, Near Sakal Paper, Trimbak Road, MIDC Satpur, Nashik-422 007.

Hereinafter collectively referred to as "THE ALLOTEE/ PURCHASER/s" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives of the **SECOND PART**

WHEREAS

A] The property S.No. 108/3/2, adm.0 H. 80 Ares, of village Gangapur, Tal.& Dist. Nashik, was owned by Shri. Nandkumar Bholanath Sonawani and others.



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३ (५)



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B] The promoter by a sale deed dated 07/07/1997 have purchased the property bearing S.No. 108/3/2, adm.0 H. 80 Ares, from the erstwhile owner Shri. Nandkumar Bholanath Sonawani and others. The said sale deed has been registered in the office of Sub Registrar Nashik at serial no. 3407 on 07/07/1997. Accordingly the name of the promoter has been entered into the record of rights of the said property by M.E. No. 6410.

C] By virtue of the aforesaid Sale Deed the Promoter being the owner alone has the sole and exclusive right to develop, construct and allot/sell flats, shops, units etc. in the building/s to be constructed on the said Land and to enter into agreement/s with the Purchaser/s of the flats, shops and to receive the sale price thereof.

D] By virtue of the aforesaid Sale Deed the Promoter being the owner alone has the sole and exclusive right to develop, construct and allot/sell flats, shops, units etc. in the building/s to be constructed on the said Land and to enter into agreement/s with the Purchaser/s of the flats, shops and to receive the sale price thereof.

The Promoter is fully entitled to develop the piece and parcel of land or ground situate lying and being at village Gangapur, Nashik being **S. No. 108/3/2** area adm. 6683.07Sq.Mtrs. (after deducting the area adm.928.00Sq.Mtrs. & additional road area adm. 388.93 Sq. Mtrs. acquired by Nashik Municipal Corporation, Nashik)& Hence, the gross area of Land being 7072.00 Sq.mtrs. more particularly described in the **First Schedule** hereunder written and is hereinafter referred to as "**the said property**" and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation Nashik. The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building to be constructed on the said property. The Promoters have also obtained Commencement Certificate bearing No. LND/BP/B1/99/2019 dtd. 24/10/2019. and the said has been revised and the Nashik Municipal Corporation have issued the revised Commencement vide sanction of building permission and commencement certificate bearing no. LND/BP/B1/BP/130 dated 08/01/2021.

D] The vendor have completed the work of construction for wings A,B,C,D of the project in the said property and the Nashik Municipal corporation has granted the permission for use and



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४ — १६



occupation of the said apartment by it's part completion certificate no. Javak No./Nagar Niyojan Vibhag/ B1/30535/2022 dated 25/07/2022 & for wings E,F,G,H of the project in the said property and the Nashik Municipal corporation has granted the permission for use and occupation of the said apartment by it's part completion certificate no. Javak No./Nagar Niyojan Vibhag/ B1/30573/2023 dated 25/01/2023. Wings I,J,K, Ground Floor of wing L of the project in the said property and the Nashik Municipal corporation has granted the permission for use and occupation of the said apartment by it's part completion certificate no. Javak No./Nagar Niyojan Vibhag/B1/31481/2023 dated 18/09/2023.

The Nashik Municipal Corporation, Nashik further sanctioned the revised Building Plan in respect of construction of 4 additional Flats/Units in the Wing-L vide Revised Commencement letter no. LND/BP/B1/RBP/104 dated 27/09/2023.

The Collector, Nashik by its order no. MAH/DESK-III/7-2/S.R./28/2019 dtd 08/05/2019 has granted the permission for non-agricultural use & Collector, Nashik by its order No MAH/DESK/3/7-2/S.R./109/2019, Dated 17/08/2020 has granted the permission for commercial purpose of the said property.

The promoter have purchased TDR adm.478.04 sq.mtrs., on 21/12/2020 vide document No 6403/2020 at Nashik Sub-Register, Nashik- 7 from DRC No.952 dated 10/01/2020 which has been utilized for the said project.

AND WHEREAS the Owner/Promoter executed a Sale Deed in favor of Nashik Municipal Corporation, Nashik through the Assistant Director, Town Planning, Nashik Mr. Kalpesh Prahladrao Patil in respect of area adm. 928.00 Sq. Mtrs. out of the S. No. 108/3/2. The same is registered in the office of Sub-Registrar Nashik-1, vide, Reg. No. 600 on 16/01/2023. Thereby, the name of the Nashik Municipal Corporation mutated to the owner's column of the property extract vide Mutation Entry No. 24302 dated 06/06/2023.

The promoter have registered, the said project under sec.5 with the Maharashtra Real Estate Regulatory Authority bearing registration no. P51600023101, under the provisions of the Real Estate (Registration and Development) Act, 2016.



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E) AND WHEREAS, the Allottee/Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Allottee/Purchaser/s and Allottee/Purchaser/s has seen, inspected and understood all the documents of title relating to the said land, the sale deeds, other documents, title report and all documents mentioned in the same, the N.A. Order, commencement certificates, undertakings, the sanctioned layout and building plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer Act 1963 - hereinafter referred to as "the said Act") and rules made there under. The Allottee/Purchaser/s is satisfied about the same and title of the Promoters.

F) The copy of the certificate of title issued by the Advocate of the Promoter, copies of extract of Village Forms VII and XII showing the nature of the title of the Owner/Promoter to the said land on which the flats etc are constructed or are to be constructed and the copies of the floor plans of the flat and specifications of the flat agreed to be purchased by the Allottee/Purchaser/s, approved by the concerned local authority have been annexed heretos.

G) As stated above the Promoter has got approved from the concerned authorities the layout & building plans of building **SHILPA ANANDVAN**, specifications, elevations, section and details of the said building, N.A. Order etc. and shall, in future submit, from time to time, revise layout and building plans to Nashik Municipal Corporation. While sanctioning the said plans etc concerned local authority and/or Government has laid down / shall lay down certain terms, conditions, stipulations and restrictions which are / will have to be observed and performed by the Promoter and the Allottee/ Purchaser/s, while developing and using the said land and the said building/s and upon due observance performance of which only the completion and occupation certificate/s in respect of the said building/s shall be granted by the concerned local authority.

H) The Allottee / Purchaser / Is / are well aware of alterations and modification in sanctioned buildings plans :



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The promoter herein have specifically informed the allottee / purchaser/s that, the present sanctioned buildings plans received from the Nashik Municipal Corporation is for part FSI of the said land and complete available FSI has not been approved in the latest commencement certificate mentioned above and this plan is subject to further sanction of the building plans for the remaining FSI that will be available on the said land / property including floating FSI / TDR / Premium FSI which is yet to be utilized on one or multiple buildings and will be further approved hence the plans will be changed in the near future for which the Allottee / Purchaser/s hereby gives his/her/their irrevocable consent to the promoter to carry out such amalgamation, alterations, modifications in the plot layout plans, layout plans of the buildings which are under construction or to be constructed on the said land. Also plan/s sanctioned or to be sanctioned for the building under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the owner / promoter feels right in their sole discretion he / they may think 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 Nashik Municipal Corporation, Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority subject to **NO CHANGE WILL BE DONE AS AGREED AS ON TODAY IN THIS AGREEMENT FOR THE FLOOR PLAN AND THE APARTMENT - FLAT PLAN WHICH IS SOLD UNDER THIS AGREEMENT FOR SALE.**

The Allottee / Purchaser/s declare/s and confirm/s that he /she/they is/are aware that the said building/s in which the said commercial Shop / Residential flat - Apartment is situated may be interconnected or joined with any adjacent residential building / commercial building or new building/s under development or to be developed by the promoter and that save and except the residential flat-apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities form time to time.

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 १०४५/१०४५
 १०४५/१०४५



1) (i) Though the Promoter herein has right to develop the said land, bearing S. No. 108/3/2 area adm. 6683.075sq.Mtrs. (after deducting the area adm. 928.005sq.Mtrs. of village Gangapur, Tal. & Dist. Nashik, the Promoter has decided to construct in all 12 wings i.e. Wing A to Wing L in the said property. The promoter has received the commencement certificate for Wing A to Wing K for construction of ground plus 7 upper floors, and Wing L shall consist of ground plus 6 upper floors. Wing A, Wing K, and Wing L shall have 4 nos. of shops each on the ground floor. The same has been conveyed to the Allottee/Purchaser/s and he / they has / have no objection of whatsoever nature for the same. The Allottee/Purchaser/s grant their consent to the said revision / amendment of building plan subject to the condition that the premises agreed to be sold to the Allottee/ Purchaser by the said agreement shall not be amended or revised, and no separate permission of the Allottee/Purchaser will be require for the same.

On completion of entire construction and development work the promoter shall execute and form a Association of Apartment Owners of the total units. All purchasers, residents in the entire layout shall have free access, vide the Deed of Declaration and Deeds of Apartments all Purchasers shall confirm the right of the Promoter to carryout scheme/s at the discretion of the Promoter, to change the layout of the said land bearing S.No. 108/3/2, adm.0 H. 80 Ares, actually after deduction adm. 928.00 Sq. mtrs. & 388.93 Sq. Mtrs. acquired by Nashik Municipal Corporation, Nashik for Reservation area and additional road area which is handed over to the Nashik Municipal Corporation & Hence, the gross area of Land being 6683.075sq.mtrs.village Gangapur, Tal. & Dist. Nashik, from time to time without however physically affecting the completed buildings, to utilize the remaining FSI, and or future FSI, paid FSI, premium FSI, TDR etc of the said land including FSI, TDR obtained / to be obtained in any manner, to amalgamate the adjoining lands and get sanctioned revised layout & building plans accordingly, to allow road access, access from the side margins, to allow utilization of common areas and facilities in the layout to any person on such terms as the Promoter may decide in its discretion, to form Apex body/Federation/Private Trust/ any other legal entity after completion of all works of construction and further vide the said Deed of Declaration and Deeds of Apartments the Purchasers including the purchaser herein shall irrevocably authorize the Promoter as his/his/their power of attorney to do all the above mentioned and other relevant acts, deeds and things by signature

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or otherwise, provided however that all the said acts etc. shall be done by the Promoter at its own costs.

(ii) Apex body/Federation/Private Trust/ Association of Apartment any other legal entity will be formed for maintenance of the common areas and facilities common amongst all buildings. The association shall collect annually, from its members maintenance charges, for the maintenance of common areas and facilities.

J) The Allottee/Purchaser/s applied to the Promoter for allotment of Flat/Unit No K-601, adm. 49.76 sq.mtrs. (535.615sq.ft carpet), plus balcony/s 10.66 Sq.mtr (114.74sq.ft. carpet), and on K in the building to be constructed on the said building Wing-K and which is more particularly described in Schedule II hereunder written and which for the sake of convenience is hereafter referred to as 'the said Flat'.

K) The Promoter has entered into a standard agreement with its Architect (hereinafter referred to as "the Architect"), who is registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, the Promoter herein has appointed Origin Architects, Mr. Pankaj P. Jadhav, office address - Rungta Arcade, Near Kulkarni Garden, Sharanpur Road, Nashik as its Architect to liaison with the Nashik Municipal Corporation and all the construction on site has been as per the working drawings, and the guidance and supervision of Architect Mr. Pankaj P. Jadhav.

L) The Promoter has appointed structural engineer Mr. Prasanna Bhoré, office address - B Square, Yeolekar Mala, College Road, Nashik as its Structural Engineer for the preparation of the structural design and drawings of the said project / buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

M) The carpet area of the said flat/ Apartment is 49.76 square meters exclusive of the balcony, terrace, common passage areas as mentioned hereinabove, and "carpet area" means the net usable floor area of an flat/ apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat/ Apartment for exclusive use of the Allottee / Purchaser/s or verandah area and exclusive open Balcony/terrace area appurtenant to the said flat/ Apartment for exclusive use of the Allottee / Purchaser/s, but includes the area

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६-६



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covered by the internal partition walls of the flat/ apartment, as per the circular issued by MAHA RERA 4/2017 dated 14/06/2017.

To have the said area of the tenement which the Allottee/Purchaser/s agreed to purchase is/are actual carpet area of the tenement plus skirting and plaster thickness of the walls has to be considered. The adjacent terrace is having actual carpet area in light of the aforesaid formula. The proportionate share in the common areas, such as corridor, staircase, landings, passages, lift, entrance lobbies, all wall of the tenement, etc. is not defined separately, but which can be determined by multiplying the sum of carpet area of the Apartment/Flat plus the (carpet) area of adjacent terrace/s plus the carpet area of the open and enclosed balconies and thus the total area arrived by a factor of 1.35 which is mentioned above as salable area, which is for the calculation purpose only and not related to consideration. The consideration of the said apartment is calculated on the carpet area only. At the time of taking the possession the Allottee/Purchaser/s at his/her/their own discretion can get the area measured through an engineer or themselves, the said flat/ Apartment in light of aforesaid principle and if any difference more than 3% in the area is found then the consideration of the said flat/ Apartment shall be adjusted accordingly and either Promoter or Allottee/Purchaser/s as the case may be refund or pay the differential amount. After taking the possession of the said flat/Apartment by the Allottee/Purchaser/s it shall be presumed that the Allottee/Purchaser/s has/have no grievance under whatsoever head including as to built area/salable area, carpet area, height, length and width etc. of the said Apartment/Flat.

N] The Allottee / Purchaser/s prior to execution of these presents has paid to the Promoter a sum of **Rs.1,27,010/- (Rs. One Lakh Twenty Seven Thousand Ten Only)** being part payment of the sale price of the flat/ Apartment agreed to be sold by the Promoter to the Allottee / Purchaser/s as advance payment / deposit / application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee / Purchaser/s has agreed to pay the remaining price of the flat/Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner hereinafter appearing.

O] The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and

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obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said project.

P] Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee / Purchaser/s hereby agrees to purchase the flat/ Apartment as specified hereinabove.

That the consideration as agreed between the parties is on lump-sum basis. Considering the area of residential flat - apartment, common area and other relevant amenities of the said project plus the taxes which includes Stamp Duty, LBC and Registration fees. The breakup of the Lump Sum consideration is as below :-

No.	Particulars	Amount
1	Residential Flat Cost :	Rs.28,27,010/-
2	Stamp Duty & LBC	Rs. 1,69,700/-
3	Registration :	Rs. 28,290/-
4	TOTAL :	Rs.30,25,000/-

Along with the above consideration Allottee/Purchaser's hereby agree to pay One Time Maintenance Deposit of **Rs. 35,000/-** So total payment shall be **Rs. 30,60,000/-**. The percentage slab in the consideration column 2.2 will be considered on the lump-sum price mentioned herein above.

Q] The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said flat/ Apartment in favour of the Allottee / Purchaser/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/ allotment/ letter/ E-mail/ cost sheet or any other form of communication given or communicated with the Allottee / Purchaser/s any time prior to this agreement is null and void and this agreement of sale shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said flat/apartment is agreed to be sold to the Allottee / Purchaser/s. The same has been explained, agreed and understood by the Allottee / Purchaser/s.



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R] This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below. However if any supplementary agreement for amenities is necessary can be executed as per the conditions mentioned in the said agreement.

S] This agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allottee/ Purchase/s in respect of his flat / apartment as mentioned above in the said project.

T] Trances 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 that the Allottee / Purchaser/s has not given / not allowed to give and cannot give any third party any rights to enforce this said agreement unless the said flat / apartment is transferred to him/ her / them through a registered conveyance deed.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -

1. CONSTRUCTION OF THE PROJECT/APARTMENT :

The Promoter herein has obtained sanction of the layout and building/s plan/s of the project and shall obtain sanction of revised layout and building plans in respective of building which is under construction on the land of **Phase I** and the Promoter herein shall continue to construct and complete the construction of the said building/s in Phase I on the said land in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and confirmed by the Purchaser/s subject to such alterations and modifications as the Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority / Government to be made in them or any of them.

The Allottee/Purchaser/s declare/s and confirm/s that he/she/they is/are aware that the said building/s in which the said flat/ Apartment is situated may be interconnected or joined with any

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adjacent building or new building/s under development or to be developed by the Promoter and that save and except the flat/Apartment hereby agreed to be sold, the Allottee/Purchaser/s shall not have any right in the other tenements/flats/ Apartments, adjacent or interconnected building/s and covenants not to raise any objection or dispute for the Promoter right to rest, interconnect, connect or support the adjoining building/s or wing/s or other building/s with each other as may be sanctioned by the concerned authorities from time to time.

The Allottee/Purchaser/s hereby gives its written unconditional assent / consent for making the changes / alterations in the building plans which may affect the Flat/ Apartment of the Allottee/ Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee / Purchaser/s also hereby agree and give consent to the construction of the adjoining buildings and is made aware that the construction will go on from morning 6.00 am till mid-night 11.55 pm and it may cause dust, noise and movement of labour through the premises and along the premises. The Allottee / purchaser/s hereby understands and gives its unconditional assent and consent for the same.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee / Purchaser/s in respect of variations and modifications which may adversely affect the flat/ Apartment of the Allottee / Purchaser/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations inside the flat / apartment only as may be required by the Allottee / Purchaser/s but nothing can be done on the external face of the flat/ apartment/ building/ wing.

For such changes inside the flat/apartment/commercial shop the promoter has a set of approved contractors and suppliers and only these contractors can do all the necessary changes required by the

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Allottee/Purchaser/s and the payment for these changes has to be directly paid to the said contractor as per the agreement between the contractor and allottee/purchaser/s. It is very important that nothing can be changed / modified / added to the external face of the shop / flat apartment / building /wing, no balcony can be enclosed, no terrace can be enclosed, no grill can be put on the external face, no windows can be changed nor the window sizes can be resized, nor any coloring can be done or changed in the balcony or the external surface of the commercial shop / residential flat-apartment, nor can any terrace attached to the flat/apartment or the otta attached to the commercial shop cannot be enclosed with brickwork, nor can the shade of the window glass or the type of the window glass cannot be changed.

THIS IS A VERY IMPORTANT CLAUSE OF THIS DOCUMENT AND LEGAL ACTION WILL BE INITIATED IF ANY THING OF SUCH NATURE AS MENTIONED ABOVE IS DONE AND THE ALLOTTEE / PURCHASER/S WILL BE LIABLE FOR THE CONSEQUENCES ARISING OUT OF SAME.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT :

2.1. The Allottee / Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee / Purchaser/s Apartment No. 601 on K (6th) floor of Building Wing K in the building, (hereinafter referred to as "the Flat/ Apartment") as shown in the Floor plan thereof hereto annexed for the total consideration of **Rs.28,27,010/- (Rupees Twenty Eight Lakh Twenty Seven Thousand Ten Only)** includes being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Schedules.

2.2. The Allottee / Purchaser/s agrees and understands that timely payment/s towards purchase of the said flat/Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee / Purchaser/s has paid on or before execution of this agreement 10% value of the lump-sum consideration (as mentioned para "P"), i.e. a sum of **Rs.1,27,010/- (Rs. One Lakh Twenty Seven Thousand Ten Only)** as advance payment or application fee which has been paid to that Promoter as follows....

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Amount	Particular
Rs.25,000/-	Received by Online Ref No.422839402270 Bank Of India Dated 15/08/2024.
Rs.25,000/-	Received by Online Ref No.426795678041 Bank Of India Dated 23/09/2024.
Rs.52,210/-	Received by Online Ref No.426714286588 Bank Of India Dated 23/09/2024.
Rs.15,000/-	Received by Online Ref No.426819938739 Bank Of India Dated 24/09/2024.
Rs.7,000/-	Received by Online Ref No.426821543202 Bank Of India Dated 24/09/2024.
Rs.2,800/-	Received by Online Ref No.426877646715 SBI Dated 24/09/2024

Total payment of Rs.Rs.1,27,010/- (Rs. One Lakh Twenty Seven Thousand Ten Only) has been received by the promoter from the allottee/purchaser as mentioned above and the remaining balance amount of consideration agreed shall be paid by the Allottee / Purchaser to the Promoter in the following manner....

- iii) Amount of **Rs. 9,43,990/- (Rupees Nine Lakh Forty Three Thousand Nine Hundred Ninty Only)**, (not exceeding 15% of the total consideration) to be paid to the Promoter at the time of plinth.
- iv) Amount of **Rs. 3,06,000/- (Rupees Three Lakh Six Thousand)**(not exceeding 10% of the total consideration) to be paid to the Promoter at the time of 2nd slab.
- v) Amount of **Rs.3,06,000/- (Rupees Three Lakh Six Thousand)**(not exceeding 10% of the total consideration) to be paid to the Promoter at the time of 4th slab.
- vi) Amount of **Rs.3,06,000/- (Rupees Three Lakh Six Thousand)** (not exceeding 10% of the total consideration) to be paid to the Promoter at the time of 6th slab.
- vii) Amount of **Rs.3,06,000/- (Rupees Three Lakh Six Thousand)** not exceeding 10% of the total consideration) to be paid to the Promoter at the time of 8th slab.
- viii) Amount of **Rs.3,06,000/- (Rupees Three Lakh Six Thousand)** not exceeding 10% of the total consideration) to be





paid to the Promoter at the time of brick work.

ix) Amount of **Rs. 1,53,000/- (Rupees One Lakh Fifty Three Thousand Only)** (not exceeding 5% of the total consideration) to be paid to the Promoter at the time of plaster work.

x) Amount of **Rs. 1,53,000/- (Rupees One Lakh Fifty Three Thousand Only)** (not exceeding 5% of the total consideration) to be paid to the Promoter at the time of flooring work.

xi) Amount of **Rs. 1,53,000/- (Rupees One Lakh Fifty Three Thousand Only)** (not exceeding 5% of the total consideration) includes **Rs. 35,000/- (Rs. Thirty Five Thousand Only)** as One

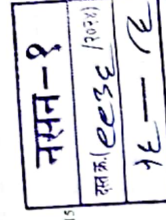
Time Maintenance Deposit & Rs. 1,18,000/- (Rs. One Lakh Eighteen Thousand Only) towards the Flat to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings of staircase and still parking, Electro/ mechanical requirements, entrance lobby/s, paving of areas appertain to the said building / wing only and all other requirements as may be prescribed in the Agreement of sale before handing over of the possession of the Flat/Apartment to the Allottee / Purchaser/s on or after application to Nashik Municipal Corporation for occupancy certificate or completion certificate. From the above mentioned amount in clause number 2.2 - (i) to (x) today the amount payable which shall be paid as mentioned above.

The Price overall has been arrived and agreed upon keeping in mind the promise of the Allottee/purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction of the project.

The taxes which are part of the total lump sum cost is as per today's tax structure and if there is any variation in the tax structure in future date then the same difference has to be borne by the allottee/purchaser/s.

The Allottee/Purchaser/s herein is/are well aware that, the building in which the said flat is situated and the building is under construction on the said land, the construction of which is in progress and considering the present status of the construction of the same, the Allottee/Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the manner detailed herein above.

The Allottee/Purchaser/s herein shall pay the aforesaid



consideration to the Promoters herein on due date or within 8 (eight) days from the Allottee/Purchaser/s receiving the written intimation by email / SMS / WhatsApp / courier/ speed post from the Promoter asking the Allottee/ Purchaser/s to make the payment. The Allottee / Purchaser/s herein specifically agrees that he/she/they shall pay aforesaid amount along with the tax / cess applicable from time to time and if the rate of tax/Cess etc. may change and the allottee/ Purchaser/s agrees to pay the above as per the prevailing rate on the day of payment.

PAYMENT ON TIME IS THE ONE OF THE MAIN AND

IMPORTANT ESSENCE OF THIS AGREEMENT FOR SALE.

The Promoter herein informed to the Allottee/Purchaser/s herein that, aforesaid payment has to be made by the Allottee/Purchaser/s by Cheques/Demand Draft/RTGS issued/drawn in the name of "M/s Shilpa Estates Shilpa Anandvan RERA Account" payable at **HDFC Bank, Nashik, bearing Account No. 50200046242486,**

IFSC Code HDFC0000064.

However in case the Allottee/Purchaser/s making any payment by any outstation cheques/demand drafts, the date of payment shall be treated as and when the said amount is credited to the account of the Promoter and only to the extent of the amount left after deduction of any commission/ collection charges or other charges which may be charged by the bank.

It is agreed that, the Allottee/Purchaser/s has to pay tax/ levies/ cesses as applicable time to time as per the rules, notifications of any government / government body along with the document additional to the above mentioned cost but, if at any time, after execution of this agreement, any additional tax/ duty/ charges/ premium/cess/ surcharge etc. or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation or notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the local authority, in respect of the said land or the said Flat/ Apartment or this Agreement or the transaction herein, shall exclusively be paid / borne by the Allottee/Purchaser/s along with interest, if any. The Allottee/Purchaser/s shall pay within 7 (seven) days to the Promoter the amount towards such tax / duty / charges / premium / cess / surcharge, etc. as and when charged and demanded by the Promoter.

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2.3. The Promoter have at their sole discretion to appoint a management Company for providing the maintenance of the building/s and common amenities upto the formation of apartment / society / company. The said maintenance services shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of the building, common areas, garden, etc. lifts, security systems, and other equipment, etc. and provision of security services can come from any Security Agency. From the date on the letter of the possession for fit-out in respect of the said flat to the Allottee/Purchaser/s herein shall be liable to bear and pay the maintenance charges to the maintenance company. For the aforesaid purpose at the time of delivery of possession of the said flat, the Allottee/ Purchaser/s herein has agreed to pay.....

- Rs. 300/- per month for 1BHK.
- Rs. 400/- per month for 2BHK.
- Rs. 400/- per month for Shop.

Upto initial 24 (twenty four) months, subject to revision on mutual consent of Association of Apartment / Society. The said amount shall be deposited in advance for initial 2 years at the time of possession, along with the post dated cheques for the said amount for next 3 years i.e. the initial 5 years amount shall be compiled in the above mentioned way at the time of possession. The said Association of Apartment shall cause the maintenance as stated above for the said period utilizing the said amounts. It is also understood and agreed that in an event the monthly amount as stated above falling short for the maintenance of the project and it seems to be insufficient to keep the project in the best of its condition then the Governing body of the Association of Apartment shall take the decision to increase the maintenance amount and the same increased amount shall be binding on all the Allottee / Purchaser/s of the project and everyone shall adhere to this increase and pay the increased maintenance amount immediately without any delay to the Association of Apartment. The Allottee/Purchaser/s shall also be liable to pay any taxes such as GST, cess, or any other taxes, etc., if applicable as regards to the said maintenance service to be provided by the Association of Apartment. It is specifically agreed and covenanted that the Allottee/Purchaser/s who will become the member of the ultimate organization by purchasing the flat/apartment, shall not raise any dispute as regards the maintenance to be carried out by the Apex

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body of the said Association of Apartment.

The Promoters have further agreed to deposit an amount of **Rupees One Crore** towards initial one time maintenance corpus and the additional amounts for the same, if required, shall be contributed by the Allottee / Purchaser. Total deposit received from the promoter will be kept by the Association of Apartment / Society secured with some nationalized bank or private bank as a fixed deposit with four Authorized Signatories and the interest received from such fixed deposit will be used towards the maintenance of the project. The said maintenance deposit/corpus shall be handed over without any interest to the Association of Apartment of the allottee/ purchaser/s on the said being formed and within 120 (one hundred twenty) days after receiving the letter from the apex body of the Association of Apartment along with the resolutions passed in the General body meeting to take over the amount from the promoter and deposit it in the specific bank where the account of the Association of Apartment has been opened. After receiving a written request only signed by the Apex body along with the resolution as mentioned above the promoter within 120 (one hundred twenty) days from the date of this letter will hand over the entire amount contributed against corpus funds by cheque to the Association of Apartment of the said project.

It is specifically covenanted that the Allottee/ Purchaser/s has/have made himself/herself/ themselves well aware of the concept of maintenance through the maintenance company and the Promoter have given all necessary information thereto to the Allottee / Purchaser/s and having completely satisfied themselves, the Allottee / Purchaser/s has/have entered into these presents and further covenant not to raise any dispute thereto in future, including through the ultimate organization of the Flat / Apartment purchasers.

2.4 The Total Price is escalation-free, save and except increases which the Allottee / Purchaser/s hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the



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Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the allottee / purchaser/s, which shall only be applicable on subsequent payments. The promoter may charge the allottee / purchaser/s separately for any up-gradation/changes / additional work as specifically requested or approved by the allottee / purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the allottee / purchaser/s request or approval but which have not been agreed upon herein.

The promoter herein on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing / by digital E-mail / by SMS message / by whatsapp message to the allottee / purchaser/s and the allottee / purchaser/s shall make payment of such due amount to the promoter within seven days from date of receiving such intimation. The allottee / purchaser/s herein specifically agrees that he/she/they shall pay the aforesaid amount without any delay along with each installment.

2.5. The promoter may allow, in his/her/their sole discretion, a rebate for early payments of installments payable by the allottee / purchaser/s by discounting such early payments @ 9% per annum for the period by which the respective installment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee / purchaser/s by the promoter. The same if requested by the allottee / purchaser/s and only after written consent by the promoter and a written statement to that effect immediately will only be considered. Any claim later after 15 days from such payment will not be considered and will not be adjusted during the full and final payment.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

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

4. INTEREST ON UNPAID DUE AMOUNT :

4.1 Without prejudice to the right of the promoter to take action

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for breach arising out of delay in payment of the installments on the due dates, the allottee / purchaser/s shall be bound and liable to pay interest at 18% per annum with monthly rests. Along with applicable direct & indirect taxes on all the amounts which become due and payable by the allottee / purchaser/s to the promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the promoter under this Agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may or may not be informed to the allottee / purchaser/s from time to time and can be accounted on completion of the said project/apartment, and the allottee / purchaser/s has/have agreed to pay the same. Along with applicable direct & indirect taxes as and when demanded before the possession of the said flat/apartment.

4.2 The promoter shall confirm the final carpet area that has been allotted to the allottee/purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee / purchaser/s within 45 (forty-five) days with annual interest at the rate specified herein above for delayed payment, from the date when such an excess amount was paid by the allottee/purchaser/s. If there is any increase in the carpet area allotted to allottee/purchaser/s, the promoter shall demand additional amount from the allottee/purchaser/s in 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 2.1 of this Agreement.

4.3 milestones, the allottee/ purchaser shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the Payment Plan through A/c payee cheque/demand draft or online Subject to the terms of the Agreement and the promoter abiding by the construction payment in favour of 'M/S SHILPA ESTATES SHILPA ANANDVAN RERA ACCOUNT' payable at Nashik.



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("Payment Plan").

However for the purpose of defect liability on towards the promoter, the date shall be calculated from the date of handing over possession to the Allottee / Purchaser/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said flat/apartment / building /phase/wing as stated in the said agreement. That further it has been agreed by the Allottee / Purchaser/s that any damage or change done within the flat/apartment sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Allottee / Purchaser/s then the Allottee / Purchaser/s expressly absolves the promoter from the same liability, and any compensation, and specifically consents that on such act done, he shall waive his right to enforce the defect liability and compensation on and towards the promoter.

6. DISCLOSURE AS TO FLOOR SPACE INDEX :

The Promoter hereby declares that the Basic Floor Space Index available as on date in respect of the project land is 7072.00 The promoter has utilized Floor Space Index of 14225.22sq.mtrs., plus the balcony area, double height terrace area, passages, lobby, etc will be added to the above area. The Promoter shall utilize the above Floor Space Index by availing of TDR or FSI available on implementation of various schemes 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 Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project to the Allottee / Purchaser/s and the Allottee / Purchaser/s has agreed to purchase the said shop understanding the present construction going on the said land and the proposed construction and sale of shops/ apartments to be carried out by the Promoter by utilizing the proposed FSI or any increase in the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

It is hereby declared that sanctioned plans has/have been shown to the Allottee/Purchaser/s and the floor space index (FSI)



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5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY :

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate. The Promoter has obtained Part Completion for wings A,B,C,D, E,F,G,H & I,J,K & Ground floor L of the said project from the concerned planning/Local Authority, in which the said Flat/apartment is located. Notwithstanding anything to the contrary contained herein, the Allottee / Purchaser/s shall not be entitled to claim possession of the said flat/ apartment until the Allottee / Purchaser/s has paid all dues payable under this agreement in respect of the said flat/ apartment to the Promoter and has paid the necessary taxes payable under this agreement of the said flat/apartment to the Promoter.

The Allottee / Purchaser is /are satisfied about all the observations and performances of The Promoter which are observed / observing and performed / performing by the Promoter while developing the said project and making the constructions as imposed by the concerned local authority at the time of sanctioning the said plans and thereafter. The Promoter will comply all the conditions stipulated as above, however the Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the promoter shall not be further responsible for any or all conditions / stipulations which is / are not as per the prevailing rules, regulation and Act, laid down by the Authority.

Time is essence for the Promoter as well as the Allottee/ Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee /Purchaser/s and the common areas to the association of the Allottee/Purchaser/s after receiving the occupancy certificate / completion certificate. Similarly, the Allottee/ Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2.4 herein above.

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available & utilized till date is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI/FAR/TDR or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Promoter shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI / PREMIUM FSI/ FSI FOR ROAD, AMENITIES SPACE ETC /TDR (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land or any other land. The Allottee/Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and no separate consent will be required in this regard.

7. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee / Purchaser/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/ Purchaser/s, as required by the law. The Allottee / Purchaser/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement. The promoter have further disclosed about the project loan / construction finance obtained for the said project.

8. SPECIFICATIONS AND AMENITIES :

The Specifications and amenities of the flat/apartment to be provided by the Promoter in the said project, in the said flat/apartment are those that are set out in Schedule III herein below. Also the Common amenities for the said project on the said land are set out in the Schedule IV herein below. As the project is multi storied buildings/wings and considering to maintain the stability of the buildings/wings and internal structures, the

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allottee/ purchaser/s are being specifically informed that the consultants of the project have not allowed any **INTERNAL CHANGES**. As per the policy of the firm of the promoter there shall be no customization permitted inside the said flat/apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed.

9. COMPLIANCE OF LAWS RELATING TO REMITTANCES

9.1. The Allottee / Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee / Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

9.2. The Promoter accepts no responsibility as per clause no 9.1 and the matter mentioned therein. The Allottee / Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee / Purchaser/s and such third party shall not have any right in the application/ allotment of the said flat/ apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee / Purchaser/s only.



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stones (khadi) or any other building materials, water or electric supply.

(iv) War, civil commotion or act of God.

(v) Any notice, order, rules or notification of the Government and/or public or competent authority.

(vi) Any permission or sanction from the concerned authorities being delayed in spite of the same being followed up by the Promoter.

(vii) Non timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies in spite of the same being followed up by the Promoter as the said project contains modern amenities and facilities.

(viii) Any litigation or any order of any Court or judicial forum.

The Promoter herein will complete the construction of the said Flat/ Apartment in all respect on or before as per RERA declaration After completion of construction in all respects in respect of the said Flat/ Apartment the Promoter herein will inform in writing to the Allottee/Purchaser that the said Flat/ Apartment is ready and on receipt of such letter the Allottee/Purchaser shall inspect the said Flat/ Apartment and get satisfied according to the terms and conditions of this agreement. After Allottee/Purchaser is/are satisfied herself/himself/ themselves as aforesaid, at his/ her/their request the Promoters herein shall give the possession of the said Apartment/Flat to the Allottee/Purchaser on payment of all dues payable by the Allottee/Purchaser, that the Flat/ Apartment is ready and conditionally the Allottee/Purchaser herein has/have not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents. If the Promoter fails to deliver the possession within prescribed period as described hereinbefore, the allottee/ Purchaser will be entitled for the amount of compensation as stated herein

- (i) The Allottee/Purchaser has/have committed any default in payment of installment as mentioned in clause No. 2.4 written herein above.
- (ii) Any extra work required to be carried in the said Flat/ Apartment as per the requirement and at the cost of the Allottee/Purchaser.
- (iii) Non-availability of steel, cement, natural sand, small

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee / Purchaser/ and the Promoter for giving possession of the Flat/ Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Flat/ Apartment is to be situated is delayed on account of force majeure as mentioned below.

The Allottee/ Purchaser understands and accepts that the possession date of the flat / unit / commercial shop is and always shall be a date on which the flat / units / shops ready for possession is intimated to the Allottee/ Purchaser by the promoter and physical handover of the keys of the flat / unit / commercial shop to Allottee/ Purchaser. It is also very clearly understood by the Allottee/ Purchaser that the letter of intimation for possession sent to the Allottee/ Purchaser that the flat / unit / shop is ready for possession means and clearly understood that the flat / unit / shop is ready for possession and it is not to coincide with the actual date of when the keys are taken physically.

10.1. Schedule for possession of the said Flat/ Apartment :

10. POSSESSION OF THE FLAT/APARTMENT :
 The Promoter agrees and understands that timely delivery of possession of the flat/ Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/ Purchaser/s in respect of the said flat/ apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said flat/ Apartment on or before the date as per RERA declaration.



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10.2. **Schedule for possession of the Common amenities :** The Promoter herein is developing the said land which consists of various phases having common amenities, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project wings on the said land. The Allottee/ Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said flat/ apartment on the ground of non-completion of aforesaid common amenities.

That the Allottee / Purchaser/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy/ completion certificate from the competent authority possession of the said flat/apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat / apartment and he can cohabit in the said flat / apartment. However if the developer is not allowed by the Allottee / Purchaser/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

10.3 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy / completion certificate from the competent authority shall inform the allottee/ purchaser/s about the receipt of the same in writing, or by SMS, Whatsapp / E-mail on receiving the intimation/ notice of the same, the allottee/purchaser/s shall make the payment as per the agreement to the Promoter within 7 (seven) days from the date of issue of such notice / SMS/ Whatsapp / E-mail intimation from the Promoter and he/they shall give the possession of the Apartment/Flat to the Allottee/Purchaser/s on receipt of the full payment and all requirements as per this agreement. The Promoter agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/Purchaser/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/ Purchaser/s in writing within 15 (fifteen) days of receiving the occupancy / completion certificate of the Project.

above similar to the delayed payment for the amounts paid towards Apartment/Flat till the delivery of the possession.



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It is further agreed between the parties hereto that, after receiving the possession of the said Flat/ Apartment by the Allottee/Purchaser/s in pursuance of this clause, the Allottee/Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein. It is further agreed between the parties hereto that on receipt of possession of the said Flat/ Apartment by the Allottee/Purchaser/s in pursuance of these presents, it shall be presumed that Allottee/ Purchaser herein has/have accepted the said Flat/ Apartment on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head. The Promoter shall obtain the Completion Certificate from the concerned authorities within reasonable time from the date of handing over of the possession for fit-out if the allottee/purchaser/s has demanded the same before receiving the completion/ occupancy certificate. Only after receipt of the Completion / Occupancy Certificate the Allottee/Purchaser/s shall be entitled to use and occupy the said Flat/ Apartment for its intent of residing/residential purpose.

If, however, the completion of the Project is delayed due to Force Majeure conditions then the Allottee / Purchaser/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Allottee / Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund the Allottee/ Purchaser/s the entire amount received by the Promoter from the allotment within 90 days from that date without any interest. After any refund of the money paid by the Allottee / Purchaser/s, Allottee / Purchaser/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.



(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on

(1) in accordance with the terms of this Agreement duly completed by the date specified herein;

10.7. Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the flat/ Apartment

10.6. **Compensation** - That the Allottee / Purchaser/s has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said building / Wing and the said land thereunder.

10.5 The Allottee/Purchaser/s alone along with family and relatives shall use the said Apartment/Flat or any part thereof or permit the same to be used for the purpose only as shown in the sanctioned plan, provided that, any Occupier/s of any flat/ Apartment in the building/s shall not use the same for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, company guest house, guest house, Bachelors accommodation for students, rentals on cot basis, Lodging, Boarding, tuition classes, tutorials, beauty parlor, crech, baby sitting, doctors clinics, professionals office, or any other commercial activity or for any illegal or immoral purpose. Any act of the above mentioned activities will lead to serious consequences and the apex body of the Association of Apartment managing the project "SHILPA ANANDVAN" will take immediate steps in any legal way to put an end to this kind of use. And a Penalty of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month will be imposed until such activity is stopped. The Allottee/ Purchaser/s shall use the common parking space/s only for the purpose for parking but the Allottee/Purchaser/s is /are not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bulldozers, buses, tractors, or commercial vehicles etc. and further that the Allottee/Purchaser/s shall not be entitled to park his/her/ their any two/ four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking of two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Association of Apartment and thereafter from the apex managing committee of such Association of Apartment. The Promoter shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any apartment/flat in the project after the said project has been handed over to such Allottee/Purchaser/s or the Association of Apartment by the Promoter. It is very clearly understood by the allottee/ purchaser that common parking in this agreement is the only parking he/she/they are allowed to use for their personal parking only.

10.4 Failure of Allottee/Purchaser/s to take possession of Apartment/Flat - Upon receiving a written intimation from the Promoter as per clause 10.3, the Allottee/ purchaser/s shall take possession of the Apartment/Flat from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the promoter shall give possession of the Apartment/Flat to the Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided in clause 10.3, in such an event, the Allottee/Purchaser/s shall be liable to pay maintenance charges as applicable and interest on the remaining payment @ 24% per annum. The rate of 24% per annum on the balance payment is applicable only after completion / occupancy certificate is received and the flat / apartment is complete for occupation / residing. In the case of the allottee / purchaser/s not able to clear the balance payment within 3 (three) months of receiving the completion / occupancy certificate and the notice / intimation for the same has been sent three times within three months then the promoter is at liberty to cancel the said flat / apartment and return the received amounts against the flat without any interest within 9 (nine) months of such cancellation or the sale of the flat / apartment which ever happens early.

The Allottee/Purchaser/s shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the common parking space only for purpose of parking his own vehicle only.



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It is also agreed by and between the parties hereto that upon the termination of this agreement excluding taxes which forms part of the Lumpsum consideration collected and after deducting 25% from the total amount received as terminated amount, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Allottee/Purchaser/s the installments or payments which the Allottee/Purchaser/s might have paid to the Promoter till that point of time but without any interest, however the amount of stamp duty and registration fee shall be recovered by the allottee / purchaser from the authorized office only the aforesaid amount shall be paid by the Promoter to the Allottee/Purchaser/s by cheque within 90 days, or a post dated cheque of 90 days along with notice in writing by R.P.A.D. and on such notice sent for termination of the agreement, the Promoter shall on day one of notice, be entitled

amount as mentioned herein above. Allottee/Purchaser/s to the Promoter after deducting the agreed flat/apartment which may till then have been paid by the termination, the installments of sale consideration of the payable to Promoter) within a period of ninety days of the agreed liquidated damages or any other amount which may be Allottee/Purchaser/s (subject to adjustment and recovery of any of this Agreement as aforesaid, the Promoter shall refund to the terminate this Agreement. Provided further that upon termination then at the end of such notice period, promoter shall be entitled to breaches mentioned by the Promoter within the period of notice conditions in respect of which it is intended to terminate the this Agreement and of the specific breach or breaches of terms and provided by the Allottee/Purchaser/s, of his intention to terminate to the Allottee/Purchaser/s, by Registered Post AD at the address Provided that, Promoter shall give notice of fifteen days in writing

on all the amounts which become due and payable by the Allottee/Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condoning of the delay by the Promoter against delay in payments by the Purchaser/s to terminate this document.



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11.1 TERMINATION OF AGREEMENT:
 11.1 Without prejudice to the right of promoter to charge interest as per the terms mentioned herein above, on the Allottee/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/s to the promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser/s committing three defaults of payment of installments (three defaults means even if one single installment is not paid for three consecutive months), the Promoter will send three reminders for consecutive three months and on still not receiving the payment with interest plus applicable direct & indirect taxes written herein above, the promoter shall at his own option terminate this Agreement and refund the payment received excluding taxes which forms part of the Lumpsum consideration collected & then after deducting 25% from the total amount received as termination amount the balance amount will be returned within 6 (six) months of such termination. The date of termination will be calculated from the date of termination notice send. This clause has been very specifically and categorically discussed with the allottee / purchaser/s before the registration of this document and it has been agreed by the allottee / purchaser/s for the implementation of this clause without any hindrance. Without prejudice to the right of the Promoter to take action or breach arising out of the delay in the payment of the installments on the due dates, the Allottee/Purchaser/s shall be bound and liable to pay interest @ 2% per month or part thereof,

over of the possession of the flat/ Apartment. Allottee / Purchaser/s, for every month of delay, till the handing Cost of Lending Rate plus 2%, on all the amounts paid by the Allottee / Purchaser/s interest as per State Bank of India highest Marginal / Purchaser/s shall pay the Allottee / Purchaser/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee / Purchaser/s if the Allottee / Purchaser/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee / Purchaser/s in writing requesting for withdrawal by the Allottee/ Purchaser/s. State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum within 180 days after receiving the application by him in respect of the flat/Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% to any other remedy available, to return the total amount received Purchaser/s wishes to withdraw from the Project, without prejudice demand to the Allottee / purchaser/s, in case the Allottee /



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To resale the said Flat/ Apartment and/or dispose Off or otherwise alienate the same in any of the manner as the Promoter herein in his sole discretion as it thinks fit. In case the Allottee/Purchaser/has not taken/availed any housing loan from any financial institution or bank then in case of such termination/cancellation of the said Flat / Apartment by the Promoter, no consent from such financial institution or bank shall be required, and in such an eventuality the said loan amount which has been disbursed by the said financial institution/bank to the Promoter shall be paid by the Promoter without any interest or penalty thereon to the financial institution or bank directly.

11.2 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat/apartment between the Promoter and Allottee / Purchaser/s herein terminated as stated herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee / Purchaser/s herein, in respect of the said flat/ apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12. DEFECT LIABILITY

If within a period of five years from the date of handing over the flat/apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment/Flat or the building in which the Apartment/Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee / Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment/ flat / wing in specific the structure or the said flat/apartment /wing of the said building which shall include but no limit to columns, beams etc. on in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser shall not make any alterations in the bathroom, toilet & kitchen, which may result in seepage of the water. If any such works carried out without the written consent of Promoter the defect liability automatically shall

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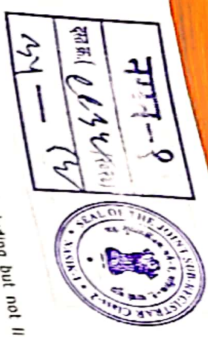


become void and the purchaser shall be responsible for the damage, caused because of such changes to the other unit holders and shall further repair or compensate the same at his own cost.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment/Flat by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Allottee/Purchaser/s either themselves or through their agents or nominees or occupants, etc. It is specifically agreed and understood between the parties that the regular wear and tear of the Flat/ Apartment/ Building / Wing includes minor hair line cracks on the external and internal wall excluding the R.C.C. structure and which also happens due to the extreme temperature variations in Nashik leading to shrinkage cracks in the walls and such shrinkage / minor hair line cracks shall not be deemed to be any defect nor any structural defect and cannot be attributed to either bad workmanship or structural defect.

Defect/s in fittings and fixtures like plumbing fixtures, drainage pipes, sanitary ware, switches, wires, ELCB, tiles on floor and wall, aluminum used for windows, glass used in windows etc. are not included in the defect liability as separate warranties are given by their respective manufacturers. The said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by such vendors / manufacturers and that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as to be in sustainable and in proper working condition. It is the responsibility of the allottee/ purchaser/s to continue warranty on the products/ equipment used inside the flat/apartment by renewing the annual maintenance contract at his cost and it is the responsibility of the apex body of Association of Apartment to keep on renewing the annual maintenance contract of the products / machinery / equipment etc. used in the common area of the project amenities wherever applicable. Failing to renew the annual maintenance contract or the monthly maintenance contract as applicable then in such case the defect liability of the promoter automatically becomes void.

That it shall be the responsibility of Allottee/Purchaser to maintain his flat/apartment in a proper manner and take all due



care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

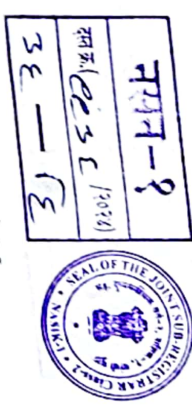
Further where the manufacturer warranty as shown by the promoter to the allottee/purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said flat/ apartment /building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s/purchaser/s the promoter shall not be responsible for any defects occurring due to the same. Further the allottee/purchaser shall not hammer any nails in the walls if they have put it, they should do it by drilling only and not otherwise, on failure the defect liability will lapse.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee/s/purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials use, in the structure built of the flat/apartment /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS:-

13.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be only one Association of Apartment or Society of Allottee / Purchaser/s which may be formed by prevailing local laws as may be applicable to the said project, which the Promoter has conveyed to the allottee/purchaser/s and feels that this is suitable for the flat / apartment holders in the said project which is under construction on the said land.

13.2 The Allottee/Purchaser/s along with other allottee / Purchaser/s of Apartments/flats in the building shall join in forming and registering the Association of Apartment or a Co-operative Society or Company to be known by "SHILPA ANANDYAN" Association of Apartment/Society and for this purpose the allottee/purchaser/s from time to time will sign and execute the required application for registration and/or membership and the other papers and documents necessary for the formation and

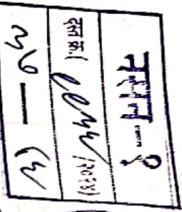


registration of the Association of Apartment and for becoming a member, including the byelaws of the proposed Association of Apartment and will duly fill in, sign and return to the promoter within seven days of the same being forwarded by the promoter to register with the allottee/ purchaser/s, so as to enable the promoter to register the Association of Apartment of Allottee/ Purchaser/s. Failing or neglecting to sign the necessary papers or not giving co-operation or assistance required by the promoter shall not be liable for any Association of Apartment, the promoter shall not be liable for any delay in the formation of the Association of Apartment, as the case may be and if the allottee/ purchaser/s neglects or any of the Allottee/Purchaser/s continues to neglect for a period of (4) four months, then the promoter shall be relieved of their obligation to make him /them the member of the Association of Apartment or forming the association of Apartment if the minimum numbers required are not there. If the minimum members required to form the Association of Apartment is there then the same shall be formed by all the other flat/ apartment holders to have signed and given the necessary documents. No objection shall be taken in Allottee / Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Association of Apartment.

13.3 The Promoter shall, within 6 (Six) months of completion / occupation certificate received, as aforesaid, cause to be transferred to the Association of Apartment, all the right, title and the interest of the Vendor/Lessor/Original Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed, falling/ or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter by the allottee/purchaser/s the promoter shall not be liable for any delay for the transfer of all the rights and interest in favor of Association of Apartment, as the case may be and if the defaulter neglects or any of the Allottee/Purchaser/s continues for a period of (4) four months, then the Promoter shall be relieved of their aforesaid obligation, which shall thereafter be responsibility of tenement holders.

14. CONVEYANCE / DEED OF THE SAID FLAT/APARTMENT:-

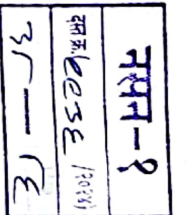
The Promoter, on receipt of complete amount of the Price / cost agreed herein above along with all other receivables against the said Flat/ Apartment under this Agreement from the Allottee /



Purchaser/s, shall execute a conveyance deed / Apartment deed and convey the title of the said flat/apartment not later than 6 (six) months from the date of receiving the completion / occupancy certificate from the Nashik Municipal Corporation along with the proportionate indivisible share in the Common Areas to the Association of Apartment, which will be formed and all the right, title and interest of the Promoter/original owner in the allquot part of the said land i.e. said project referred in **Schedule-I**, it is agreed to by and between the parties hereto within 6 (six) months from the issuance of the completion / occupancy certificate.

THIS CONVEYANCE/ DEED OF APARTMENT WILL ONLY BE FOR THE BUILDING IN WHICH THE SAID FLAT/APARTMENT IS LOCATED ALONG WITH THE LAND BELOW THE PLINTH OF THIS BUILDING/WING ONLY. However, in case the Allottee / Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee / Purchaser/s authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues stamp duty and registration charges to the Promoter is made by the Allottee / Purchaser/s. It is also clearly conveyed to the allottee/ purchaser/s that the conveyance of the completed project land along with all amenities / apparatus / rights and title will be transferred only after 6 (SIX) months of the completion / occupation certificate.

15.11 It is agreed that if the local authority, the state government or the central government implies any other form of tax which is connected in any way to this agreement under respective statute by the central and state government respectively and further at any time before or after execution of this agreement by adding or increasing additional taxes / duty / charges / premium / cess / surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute / role / regulation notification order / either by the central or state government or by the local authority or by any revenue or other authority, on the said commercial shop / residential flat - apartment or this agreement or the transaction herein, such taxes / duty / charges / premium / cess / surcharge etc. shall exclusively be paid / borne by allottee / purchaser/s. The allottee / purchaser/s hereby, always indemnifies the promoter from all such levies, taxes, cost and consequences.



15.2 It is also agreed that if at any time, after the execution of this agreement, any other form of tax is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement by adding or increasing additional taxes/ duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/role/regulation notification order/letter by the Central or the State Government or by the local authority or by any revenue or other authority, on the said flat/ apartment or this agreement or the transaction herein, such taxes/ duty/ charges/ premium/ cess/surcharge etc. shall exclusively be paid/borne by Allottee / Purchaser/s. The Allottee/ Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee / Purchaser/s 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;

15.3 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee / Purchaser/s that the flat/ Apartment is ready for use and occupancy, the Allottee / Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the flat/ Apartment) all outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment is formed and the said structure of the building/s or wings is transferred to the Association of Apartment, the Allottee / Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined and demanded by the Promoter. The Allottee / Purchaser/s further agrees that till the Allottee / Purchaser/s share is so determined the Allottee / Purchaser/s shall pay to the Promoter provisional monthly contribution of

a) Rs. 300/- per month for 1 BHK



b) Rs. 400 /- per month for Shop.

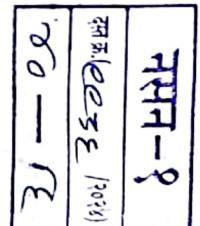
c) Rs. 400 /- per month for Shop.
towards the outgoings expenses for commercial premises as mentioned herein above. The amounts so paid by the Allottee / Purchaser/s to the Promoter shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above. The Promoter will do the same until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Association of Apartment as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits collected as per mentioned in the Clause 2.5 mentioned hereinabove shall be paid over by the Promoter to the Association of Apartment, as already mentioned herein above.

15. Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee / Purchaser/s of the said flat/ apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/ Purchaser/s along with interests and Allottee / Purchaser/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/ Purchaser/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said flat/ apartment being first encumbrance of the Promoter. The Allottee / Purchaser/s herein with due-diligence has accepted the aforesaid condition.

16. PAYMENTS BY ALLOTTEE / PURCHASER/S/S TO THE PROMOTER:-

The consideration of the said flat / apartment is inclusive of all the following charges....

- (i) The share money, application entrance fee of the Association of Apartment.
- (ii) The amount for formation and registration of the Association of Apartment / Society.
- (iii) The amount towards corpus fund which will be transferred to the Association of Apartment by making a fixed deposit towards Provisional monthly contribution towards outgoings of Association of Apartment.



(iv) The amount for Deposit towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in said project.

(v) The amount towards legal charges.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee / Purchaser/s as follows: a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed in the title report or any project loan availed by the Promoter, which has been availed or may be availed in future;

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee / Purchaser/s and the Allottee / Purchaser/s is aware that professional liability have been undertaken by them individually along with the Promoter which shall prevail on these consultants individually or cumulatively along with the Promoter if there is any loss/ harm that is caused to the Allottee / Purchaser/s based on these said details.

f) All approvals, licenses and permits issued by the competent



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authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following the process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee / Purchaser/s Created herein, may prejudicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee / Purchaser/s under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee / Purchaser/s in the manner contemplated in this Agreement;

J) At the time of execution of the conveyance deed of the structure to the association of Allottee / Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee / Purchaser/s;

k) The Promoter has duly paid and discharged undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities and the Part Completion Certificate for wings A,B,C,D & E,F,G,H, I,J,K& Ground Floor L has also been received from the competent authority. The Promoter shall continue to pay such dues/taxes (except those such as House Tax, Water Bills, Electricity Bills pertaining to the wings A,B,C,D& E,F,G,H ,



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1) J,K& Ground Floor L where part completion is obtained) until conveyance of Land & Building is passed on to the Association of Apartment.

l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

18. COVENANTS AS TO USE OF SAID FLAT/APARTMENT:-The Allottee / Purchaser/s ors himself/themselves with intention to bring all persons into whosever hands the Flat/ Apartment may come, hereby covenants with the Promoter as follows for the said Flat/ Apartment and also the said project in which the said Flat/ Apartment is situated.

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

b) Not to store in the Flat/ Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/ Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/ Apartment is situated, including entrances of the building in which the Flat/ Apartment is situated and in case any damage is caused to the building in which the Flat/ Apartment is situated or the flat/ Apartment on account of negligence or default of the Allottee / Purchaser/s in this behalf, the Allottee / Purchaser/s shall be liable for the consequences of the breach.

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c) To carry out at his own cost all internal repairs to the said Flat/ Apartment and maintain the Flat/ Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee / Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat/ Apartment is situated or the Flat/ Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee / Purchaser/s committing any act in contravention of the above provision, the Allottee / Purchaser/s shall be responsible and liable for the consequences thereof the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Flat/ Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/ Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/ Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/ Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls made of red brick / light weight cement blocks / hollow cement concrete blocks, slabs or RCC, RCC Pardi or other structural members in the Flat / Apartment without the prior written permission of the Promoter, the architect for the project, the RCC consultant for the project and/or the Association of Apartment.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/ Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/ Apartment in the compound or any portion of the project land and the building in which the Flat/ Apartment is situated.

g) To bear and pay increase in local taxes, water charges, insurance

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and such other levies, if any, which are imposed by the concerned local authority and/or Government with other public authority, on account of change of user of the Flat/ Apartment by the Allottee / Purchaser/s for any purposes other than for purpose for which it is sold.

h) The Allottee / Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Commercial Shop / Flat/ Apartment until all the dues payable by the Allottee / Purchaser/s to the Promoter under this Agreement are fully paid up and until the conveyance of the said flat/apartment is done in the name of the allottee/ purchaser/s. It has also been clearly discussed and informed to the allottee/purchaser/s that he/she/they cannot break the units into two parts or their multiple (i.e. he/she/they cannot buy a 1BHK / 2BHK and then part sell 1 room along with attach toilet and try to create a separate entry for that). The commercial / shop / residential flat-apartment has been sold as a single unit / entity and cannot be sub broken ever in its lifetime. Also it has been very clearly informed to the Allottee/ Purchaser/s that they cannot buy two units side by side and attached both the units to make it a single unit. It is very clearly informed to the Allottee/ Purchaser that the scheme Shilpa Anandvan is a project where only one unit can be sold / allotted to one family. The Allottee/ Purchaser/s has understood the same and indemnifies the same by signing this document.

i) The Allottee / Purchaser/s shall observe and perform all the rules and regulations which the Association of Apartment or co-operative society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats/ Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment or co-operative society regarding the occupancy and use of the Flat/ Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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j) Till a conveyance of the structure of the building in which Flat / Apartment is situated is executed in favour of Association of Apartment, the Allottee / Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat / Apartment, wing, building/s and the said project or any part thereof to view and examine the state and condition thereof.

k) That the Allottee / Purchaser/s shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee / Purchaser/s.

m) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the Promoter and the Allottee / Purchaser/s and the same shall be paid by the allottee/purchaser/s as agreed mutually.

n) That nothing herein contained shall construe as entitling the Allottee / Purchaser/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee / Purchaser/s to the developer in this regards.

o) That the common parking spaces provided, shall be used only for the purposes of parking of vehicles of private use only and no commercial vehicles like bus, truck, mini-van, small pick-up vans etc. is allowed to be parked. It is also informed that the said space is designed and made for use of parking a car, four wheeler like car and similar vehicles & vehicle of not more than five tones and not more than 2.20 meters height. That this has been clearly made aware to the Allottee / Purchaser/s and the same has been agreed by the Allottee / Purchaser/s.

Both the parties hereby agreed for the following covenants -
(1) SPECIFIC COVENANTS:

a) The Allottee/Purchaser herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Flat / Apartment during the course of construction with

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prior written permission of the Promoter and on a pre-appointed time and date only and will follow all the safety norms describe on site by the Promoter or their contractors.

b) The Allottee/Purchaser shall not be entitled to carry out any modification or changes in the said Flat / Apartment during or after the construction of the said Flat / Apartment without the prior written permission and written consent of the Promoter, their architects and their RCC consultants. All modifications and changes shall only be carried out at the discretion of the Promoter and their approval in writing only.

c) There is a possibility that there may be some drainage lines, water lines or other utility lines under the common car parking or the pipe line will be in the duct or pipeline on the parapet wall of attached terrace or top terrace which is accessible through the flat/ Apartment and the Allottee/Purchaser/s after taking possession thereof shall permit the Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance through their flat and/ or on common parking for the same the Allottee/Purchaser/s shall temporary remove his/her/their vehicles from the common car parking to carry on the maintenance works and repairs.

d) The Allottee/Purchaser/s herein admits and agrees to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/Purchaser/s under this agreement to the Promoter and to execute the conveyance in respect of the said Flat / Apartment on completion of construction thereof, to grant possession of such Flat / Apartment. The grant of completion/occupancy certificate by the concerned authority, in respect of the said Flat / Apartment shall be conclusive proof as to completion of construction of the said Flat / Apartment.

e) If at any time, after execution of this agreement, any additional tax/ duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land of the said project or the said Flat / Apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee

/Purchaser/s. The Allottee /Purchaser/s hereby, always/Indemnify the Promoter from all such levies cost and consequences.

7) After the Promoter obtaining the completion/ occupancy certificate in respect of the said project / said wing where the Flat/ Apartment is situated, the Promoter shall also execute such other document as required such as Supplementary Declaration, Undertaking, Possession Receipt, Indemnity Declaration, Undertaking, Agreement, Apartment Transfer Deed etc., which ever may be required by the Allottee / purchaser/s or whatever the Promoter feels suitable by the law. The charges payable towards the same If any applicable will always be borne by the Allottee/purchaser/s.

5) The Allottee/Purchaser/s Is/are hereby prohibited from raising any objection in the matter of sale of Flat / Apartment/ from whomsoever the Promoter may deem fit and also against allotting to of any exclusive right to use garage, Parking Spaces, terraces, garden space/s, space/s for advertisement, Installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. also on ground of health hazards without any official proof towards it and that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser Is/are by executing these presents has/have given his/her/their Irrevocable consent and for this reason a separate consent for the same will not be required.

n) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Flat / Apartment. The Allottee/Purchaser/s shall have no claim save and except in respect of the said Flat / Apartment hereby agreed to be sold to him/her/them and all common areas, children play area etc. will remain the property of the Promoter until the said land and building is Conveyed to the Association of Apartment as mentioned here in above and thereafter all the common amenities herein above will be the common property of the Association of Apartment and will be governed and maintained under the apex body of the Association of Apartment.

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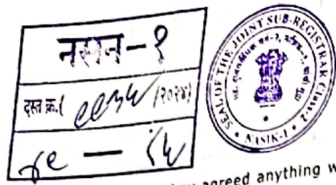


1) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

j) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the Flat/ Apartment in the building/wing / Project. All the power, authorities and right of all the unsold Flat/ Apartment in the entire said project and any additional addition, if any, to the project herein shall be always be with the Promoter's only and the Promoter will always have over all right to dispose of unsold Flat/ Apartment and allotment of exclusive rights to terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Promoter will alone have the entire right to collect all the consideration from such disposed Flat/ Apartment, terrace, etc. The Promoter will also have the singular right to collect amount from the sold flats/apartments before this date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee/Purchaser/s or any other tenant holder in the building or members of the apex body / ad-hoc committee or Association of Apartment or the maintenance company as the case may be will not have any right on the above nor shall they have any right to demand any amount from the Promoter herein in respect of the unsold Flat / Apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

k) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other Flat/ Apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Flat/ Apartment in the building /wing is received by the Promoter.

l) The Promoter herein have not undertaken any responsibility

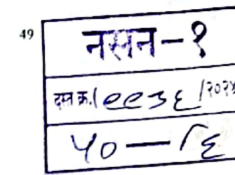


nor have they agreed anything with the Allottee /Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

m) If any space open to sky adjacent to the flat/ apartment at podium floor level approved as adjacent terrace or attached terrace on any floor or top terrace above any flat/ apartment, has/have been allotted by the Promoter to the Allottee /Purchaser/s of any flat/ apartment in the wing/ building/s, such respective allottee/purchaser/s and Occupier of such flat/ apartment shall enjoy using the same as his personal attached garden, verandah or attached terrace etc. but is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, verandah etc., or to use any part of the terrace or parapet wall as the part of the flower bed or water body etc. if the allottee / purchaser/s or Occupier of flat/ apartment holders in the wing/ building/s commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such allottee/ purchaser/s or occupier and recover the cost of removal from such allottee/ purchaser/s or occupier. In light of this condition, the Allottee/Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use in the attached terrace, verandah, open space, attached gardens, parking space etc. along with the said Flat/ Apartment, if any.

n) The Allottee/Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/ central government including semi-governmental agencies and pollution control board. And which includes operation of the sewerage treatment plant / Water treatment plant, rain water harvesting, etc as may be applicable and if provided. The Allottee/Purchaser/s hereby gives his/her/their consent and no objection to the Promoter and later to the Association of Apartment / the maintenance company to operate and run facilities such as sewerage treatment plant/ water filtration plant, rain water harvesting, as may be applicable and if provided etc. as per the rules and regulations imposed by the concerned authorities.

o) The Allottee/Purchaser/s is aware that some or all of the



attached terraces/balcony of certain floors/all floors are partially covered or directly exposed to sky.

p) In case after the possession of the said Flat/ Apartment is handed over to the Allottee/Purchaser/s and the Allottee / Purchaser/s wants to let out or rent or lease or give on leave and license basis the said Flat/ Apartment, then in such an event, the Allottee/ Purchaser/s shall inform in writing to the Promoter or the Apex body of the Association of Apartment, the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. from the Promoter and subsequently the apex body of the Association of Apartment and only after receiving the N.O.C. the allottee/purchaser/s can rent out, lease etc the flat/ apartment. The allottee/ purchaser/s and the Licensee of the Leave and license/ occupier of the flat/apartment who has taken on rent, have to compulsory adhere by the terms and conditions as mentioned in the N.O.C. and comply with them.

q) "SHILPA ANANDVAN" project is a large project with a lot of amenities and facilities. The possession of the flat/ apartment in the project will be delivered to the respective allottee/ purchaser/s after completion of the construction of the Flat/Apartment / Wing / building and its construction in all respect and after receiving the completion / occupancy certificate from the Nashik Municipal Corporation. Further it is clearly informed to the Allottee/ Purchaser/s that completion of common facilities of the building/s will only happen in further 18 months in which such tenement is situated or after the completion of the last wing / building and will be handed over to the apex body of the Association of Apartment.

r) It shall be the duty of the Allottee/ Purchaser to take insurance cover for the said Flat/ Apartment as may be required by him/her/them or under law.

s) It is clearly stated and understood by the Allottee/purchaser that the flat will not be given for possession without the complete civil work done. No civil work or changes will be allowed at all as stated above. Only furniture work can be carried out by the allottee / purchaser/s if demands the possession for fit out after the flat/ apartment is ready in all respect but before the completion / occupancy certificate is received from the local authority. A letter for possession for fit out has to be signed by the allottee /



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purchaser/s as per the guidelines of the Promoter / the apex body of the Association of Apartment. The allottee/ purchaser/s is also made to understand very clearly that he/ she/they can take the possession for making of furniture before the completion / occupancy certificate is received from the local authority but cannot reside / stay in the flat/ apartment until the completion / occupancy certificate is received from the local authority. It is also understood by the allottee/ purchaser/s that if he /she/they desire to take the possession for carrying out the furniture work only then also they have to pay the balance 5% amount or any balance amount along with all applicable taxes and maintenance charges etc as stated above and only after receiving the same the Promoter will give in writing the letter of possession for fit out. It is also very clear with the allottee/ purchaser/s that the letter of possession for fit out does not grant him / her/ them the right to stay / occupy the flat / apartment.

(II) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

a) The Promoter herein has specifically informed to the Allottee/Purchaser/s and Allottee/Purchaser/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows, terrace Railing etc. and hence the Allottee/Purchaser/s or any owner or occupier of the flat/Apartment in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces, change the colour of the outer wall/ change windows and its glass, change the railing or any alteration that will disturb or spoil the elevation or the homogeneity of the entire design and elevation. The Allottee/Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein have agreed to allot and sell the said Flat/ Apartment to the Allottee/Purchaser/s herein on ownership basis, subject to the terms and condition mentioned in this Agreement hereinabove and here after.

b) The Promoter herein has reserved the right to divide the scheme phase wise or to have entire scheme as one scheme.

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५२ - १६



c) The Promoter herein is providing amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, fire-fighting systems, play area, for the flat/ apartment holders in the project. The said plants and equipment are to be operated, maintained, used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoter shall not be responsible for further maintenance of the amenities in the said project after handing over of premises to Association of Apartment and the apex body shall then set its own norms for use of Common amenities. It is further agreed that the Promoter shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property in respect of these amenities or any other amenities in the said project.

19. NAME OF THE PROJECT/ BUILDING/S / WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "SHILPA ANANDVAN".

20. ENTIRE AGREEMENT AND RIGHT TO AMEND:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/ apartment. This agreement may only be amended through written consent of the Parties.

21. RIGHT OF ALLOTTEE / PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee / Purchaser/s hereby agrees to purchase the Flat/ Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottee / Purchaser/s (or the maintenance agency appointed by it and performance by the





Allottee / Purchaser/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee / Purchaser/s from time to time.

22. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT (As Per RERA Carpet Circular):

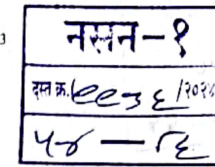
The Promoter shall confirm the final carpet area that has been allotted to the Allottee / Purchaser/s after the construction of the Building is complete and the completion / occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon continuation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee / Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee / Purchaser/s. If there is any increase in the carpet area allotted to Allottee / Purchaser/s, the Promoter shall demand additional amount from the Allottee / Purchaser/s 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 2 of this Agreement. That in such a case, the parties hereto agree that a nominated architect as an expert be appointed mutually to take his expert opinion of measuring the said flat/apartment and submitting the said details.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER/S AND SUBSEQUENT ALLOTTEE / PURCHASER/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottee / Purchaser/s of the Flat/ Apartment, in case of a transfer, as the said obligations go along with the Flat/ Apartment for all intents and purposes.

That the Allottee / Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn

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for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee / Purchaser/s to the Promoter for the same; save and except his right to enjoy and use the flat/apartment purchased by him and any other rights given by the developer to the Allottee / Purchaser/s for which consideration has been dispensed.

24. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee / Purchaser/s will attend such office and admit execution thereof, on receiving the intimation from the Promoter.

25. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:

The lumpsum consideration include stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee / Purchaser/s or Association of Apartment i.e. the organization as may be formed in which the Allottee / Purchaser/s will be the member.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee / Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee / Purchaser/s that exercise of discretion by the Promoter in the case of one Allottee / Purchaser/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee / Purchaser/s.

26.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions thereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SERVERABILITY

If any provisions of this Agreement shall be determined to be void



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५५ - ६६



or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee / Purchaser/s, after the Agreement is duly executed by the Allottee / Purchaser/s and the Promoter or simultaneously with the execution 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.

29. NOTICES

That all notices to be served on the Allottee / Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser/s or the Promoter by Registered Post or by-E-mail or on what'sapp at their respective addresses specified below:

Name & Address of Allottee / Purchaser/s

- 1) MR.SATVEERSINGH TRILOCHANSINGH PAWAR
- 2) MRS.JASBIR KAUR TRILOCHANSINGH PAWAR

Mobile No...: 70836 73097/94214 70855/88881 50291.

R/O- Plot No. 14 C, Swarbaba Nagar, Near Sakal Paper, Trimbak Road, MIDC Satpur, Nashik-422 007.

Name & Address of Promoter

M/S SHILPA ESTATE BHAGIDAR KARTA,
MR. JAYESH VALLABHDAS THAKKER, a partnership firm, having
it's office at Builders House, Sadhu Vaswani Road, Near Mico Circle,
Nashik-422002.

Notified Email ID: Info.shilpaestates@gmail.com

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It shall be the duty of the Allottee / Purchaser/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post falling which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee / Purchaser/s, as the case may be.

30. JOINT ALLOTTEE / PURCHASER/S

That in case there are Joint Allottee/Purchaser/s all communications shall be sent by the Promoter to the Allottee/Purchaser/s 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 Allottee/s/Purchaser/s. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees/Purchaser/s of the flat/Apartment, in case of a transfer, as the said obligations go along with the Flat/ Apartment for all intents and purpose. That the allottee/Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee / Purchaser/s to the Promoter for the same; save and except his right to enjoy and use the flat/apartment purchased by him any other rights given by the developer to the Allottee/ Purchaser/s for which consideration has been dispensed.

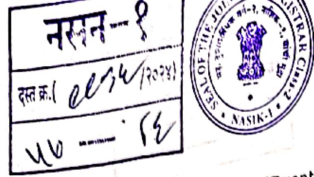
31. GOVERNING LAW

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

32. DISPUTE RESOLUTION

In case of any dispute regarding this document or payment or any other clause of the said agreement, the same shall be referred to Advocate Manish Vilas Lonari of Nashik, as a sole single arbitrator appointed by the promoter at his sole discretion. The Sole Arbitrator shall dispense with oral evidence and shall pass the





necessary award within 21 (Twenty One) days of from reference of the dispute to him. The venue of the arbitration shall be at Nashik and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any modifications made thereto. The Allottee/Purchaser/s hereby always indemnifies the promoter from all such levies, cost and consequences.

SCHEDULE - I - Description of the Said Land

All those pieces and parcels of Village Gangapur land or ground bearing All that piece and parcel of the land bearing S. No. 108/3/2 area adm. 6683.07 Sq. Mtrs. (after deducting the area adm. 928.00 Sq.Mtrs. & additional road area adm. 388.93 Sq. Mtrs. acquired by Nashik Municipal Corporation, Nashik) out of the S. No. 108/3/2, total area adm. 8000.00Sq.Mtrs(0H-80R), along with the construction there on of the project known as "SHILPA ANANDVAN" as per the sanctioned building plan, the property is situated at Village - Gangapur, Tal. & Dist. Nashik, within the local limits of Nashik Municipal Corporation, Nashik. The boundaries of the above-mentioned properties are as follows-

East -Adj. Amenity Space of S.No.108(P) +NMC Play Ground

West - Adj. Amenity Space of S.No.108(P)

South-15 Meter D.P Road and remaining part of the said property, i.e. Wing -L and 12Mtrs.Colony Road.

North -S.No. 108 (P)

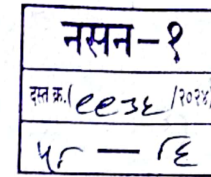
SCHEDULE - II - Description of the said Flat/Apartment

Carpet Area of Flat No K-601 about 46.76 Sq.mtrs., plus balcony/s 10.66 Sq.mtrs.

1. Flat/Apartment. 601 (AS PER BOOKING PLAN)
2. Floor: (6TH)
3. Wing :K
4. Building Name / No : "SHILPA ANANDVAN"
5. In the project to be known as "SHILPA ANANDVAN".

Said flat bounded as :-

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East : Flat No K-604, Lift, Lobby

West : Open

North : Flat No K-602

South : Road

SCHEDULE - III

A] COMMON AREAS AND FACILITIES COMMON AMONG FLATS/ UNITS IN BUILDING NO.:

1. The land described in the First schedule above.
2. The footings, RCC structures and main walls of the building.
3. Staircase, passages, columns, refuge area and lifts in the building.
4. Common drainage, fire fighting, water and electrical lines.
5. Common overhead water reservoirs and plumbing machinery, pumps etc.
6. A covered / open / semi-open common Car parking space/s subject to availability on first come basis.

B] LIMITED COMMON AREAS AND FACILITIES AMONG FLATS/ UNITS IN BUILDING NO. :

1. Partition walls between the two flats/units shall be limited common property of the said two flats/units.
2. Other exclusive and limited common areas and facilities as mentioned in the body of this agreement.

SCHEDULE - IV

COMMON AREA AND FACILITIES COMMON AMONG ALL THE BUILDINGS/ ASSOCIATIONS IN THE PROJECT:

1. STP, OWC.
2. Underground water tank, Pump room
3. Transformers
4. Common drainage, fire fighting, water and electrical lines with water and electrical meters.
5. Compound wall and gate

SCHEDULE - V

(Specifications and amenities of the Flat)

Structure :- R.C.C. framed structure with external walls 6" thick internal walls 4" thick.

Flooring :- Vitrified tile flooring 2'x2' of good quality.

Kitchen platform :- Black granite with stainless steel sink with designers tiles dado upto 4'0" ht

Toilets and Bath :-Ceramic glazed tiles dado upto 7'00" ht. With designers tiles.

Electrification :- Concealed electrification with concealed modular switches and board and MCB facilities.

Plumbing :-Concealed plumbing with individual water stopper to inlet of each room.

Internal Finish :- Gypsum finish plaster in hall and bedrooms.

External Finish :-Will be double coat plaster with acrylic paint.

Parking :-Parking Space.

Doors :-All doors laminated finish and branded fixtures.

Windows :-Three track powder coated Aluminium windows with safety grill.

Paving :-Concrete block paving or parking tile or rough shahabadto parking.

Compound wall and m.s. gate for security purpose.

Lift :-Branded lift with backup.



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५०-१६



Security :-Security cabin at entrance Gate. C.C.T.V. Camera in parking. * Specifications, materials etc. mentioned here are subject to suitable replacement, alteration, modification, deletion.
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT NASHIK ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

THE COMMON SEAL OF the withinnamed the Promoters above named

M/S SHILPA ESTATE BHAGIDAR KARTA,
SHRI. JAYESH VALLABHDAS THAKKER

SIGNED AND DELIVERED
BY THE WITHINAMED PURCHASER



1)MR. SATVEERSINGH TRILOCHANSINGH PAWAR

2)MRS. JASBIRKAUR TRILOCHANSINGH PAWAR

WITNESS :-

1.
Sushil Dethpante
Nashik

2.
Santosh Subhakar
Nashik

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६०-१६



LIST OF ANNEXURES

Sr. No.	Annexure	Description
1	Annexure I	Copy of the certificate of the title issued by the Advocate
2	Annexure II-A	Copy of Property Card 7/ 12 Extract of the said land
3	Annexure III	Copy of Building permission /Commencement certificate
4	Annexure IV	Copy of the plans approved by the concerned local/planning authority. (A2 size print which is readable has been given to the allottee /purchaser which is understood by them).
5	Annexure V	Copy of floor plan of the said apartment.
6	Annexure VII	Copy of the PAN Card of M/s Shilpa Estates

ANNEXURE I
TITLE REPORT

I have verified the title of the property mentioned in the Schedule I and II and have issued a title search report dated 30/09/2021. The title of the said property is good, clear and marketable.

Sd/-

दर नमुद केलेला सर्व मजकुर आम्ही समजून व जाणून घेतलेला आहे. तसाच आमचे वकीलांकडून तपासून घेवून त्याचे बाबत संपुर्ण खात्री करून घेवून आम्ही खाली सहया केल्या आहेत. सदरचे कथरनाम्यातील मजकुराविषयी आमची संपुर्ण खात्री झालेली असून त्याबाबत आम्ही भविष्यात कोणतीही हरकत, वाद, तंटा उपस्थित करणार नाही.

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भारतीय प्रमाण

गाय विपुला शासन (अधिकार अधिकारीचे पत्रक)

गणराज्य (गणराज्य) महाराष्ट्र शासन (गणराज्य) कोटि अधिकार प्रदान करणे व पुनर्निर्देशित करणे [विशेष प्रमाण शासन विधवा 3,4,4 आणि 4]

गणराज्य - गणराज्य

विशेष - गणराज्य



12281601736

गणराज्य शासन /

क्र.सं.	अर्थ	गणराज्य शासन /	विवरण	मूल्य	अधिकार	शा.सं.	कर शासन क्र.	कर शासन क्र.
200.00	गणराज्य शासन /	गणराज्य शासन /	गणराज्य शासन /	9,26,000	948,948	(28302)	कर शासन क्र.	कर शासन क्र.
200.00	गणराज्य शासन /	गणराज्य शासन /	गणराज्य शासन /	9,26,000	948,948	(28302)	कर शासन क्र.	कर शासन क्र.
500.00	गणराज्य शासन /	गणराज्य शासन /	गणराज्य शासन /	9,26,000	948,948	(28302)	कर शासन क्र.	कर शासन क्र.

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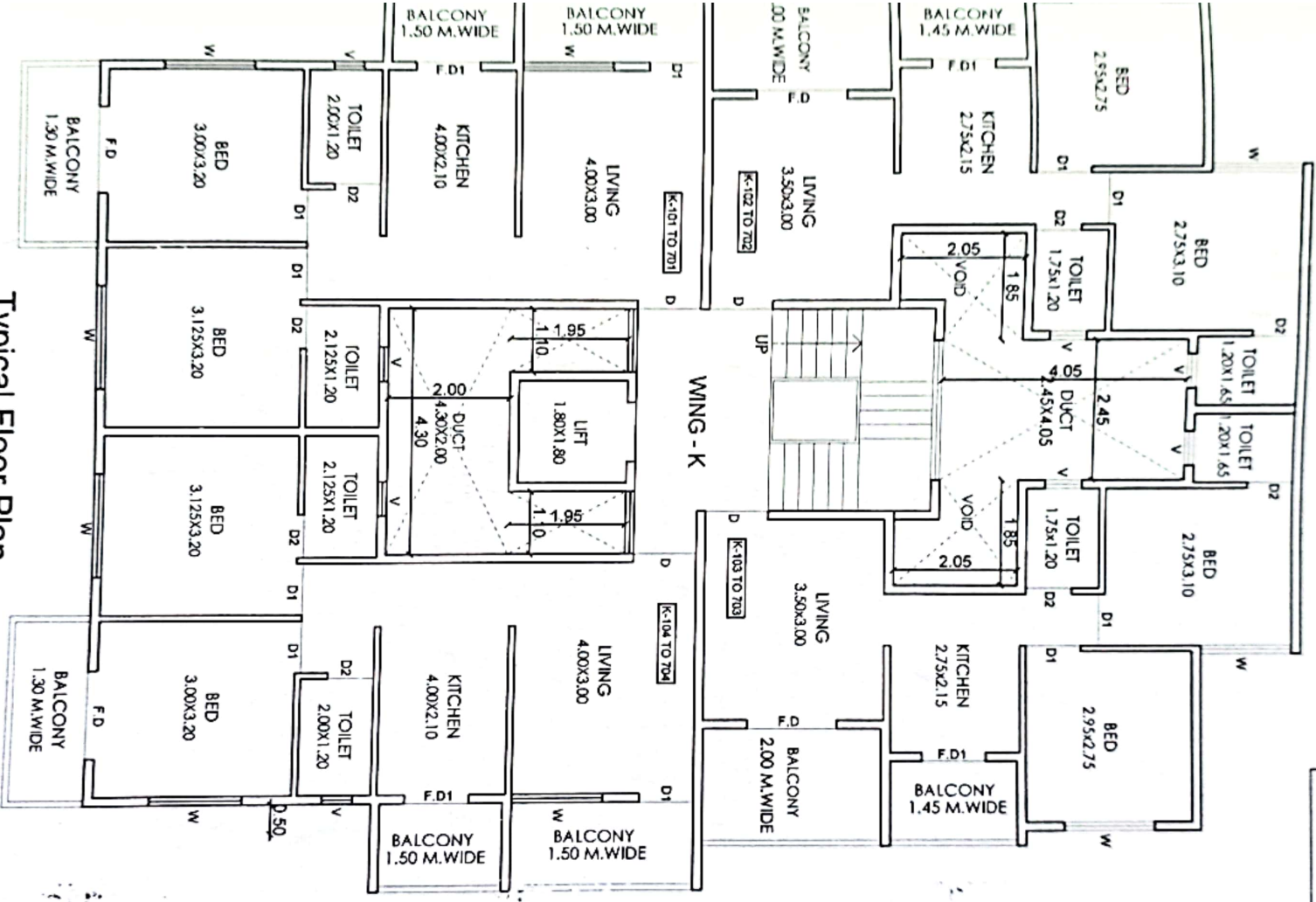


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ANANDVAN

WING - K

११११-१
 ११११ (११११११११)
 ११११-११



Typical Floor Plan
 FIRST TO SEVENTH FLOOR



नाशिक महानगरपालिका, नाशिक A RC - 930-142

इमारत बांधण्याचा दाखला

(क्र./भाषणः)

नाशिक क्र./नशिदि/सी१।३१४।९
दिनांक १८/०९/२०१३

No. 31481

श्री./श्रीमती शिवाया इंदूर भागिणी ज्योतीया मजगदिले ठरवला.

प्रकल्पाचा ठिकाण व पत्ता : शिवाया आनंदपूर, नुजगापगार्डन उदळगाक जणूळ निवासी,
नारा.उंजापूर नाशिक.

संदर्भ : आपला दिनांक २१/०३/२०१३ वा अर्ज क्रमांक सी१।ओसी।२३१२०१३

महाराष्ट्र,

दाखला देण्यात येतो की उंजापूर शिवारातील / सि.स.नं., स.नं. २०८।३।२

प्लॉट नं. — अं.मू.क्र. — मधील इमारतीच्या आधारे ६३ने उभरणे निषेधित केले किं.

मजल्याचे इकडील बांधकाम परवानगी क्र. सी१/सी/१३० दिनांक ०८/०९/२०२१ अन्वये निषेधित

दिल्याप्रमाणे आर्किटेक्ट/सॅनिट/सुपरवायझर, श्री. पीकट्ट जगदण राजस्थान क्र. सी१।२१५ + निषेधित

यांचे निरीक्षणखाली पूर्ण झाली असून निवासी/निवासेतर/सॅमसिक/निवासीनिवासेतर कारणासाठी खालील

उटी शर्तीस अधिन राहून इमारतीचा वापर करण्यास परवानगी देण्यात येत आहे.

- १) एकूण बांधकाम क्षेत्र ४२२३.४८ चौ.मी. या वॅकी निवासी ४४४३.९२ निवासेतर १०९.५६ चौ.मी.
- २) एकूण चटई क्षेत्र ४२६४.०६ चौ.मी. या वॅकी निवासी ४१००.३२ निवासेतर १६३.७४ चौ.मी.
- १) सत्तर इमारतीचा वापर निवासी/निवासेतर/सॅमसिक/निवासीनिवासेतर कारणाकरिताच करता येईल.
- २) सत्तर इमारतीत म.न.पा. च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही, परस्पर वापरात व बांधकामात बदल केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल
- ३) व्हॅकट प्लॉट / घरपट्टी इंडेक्स नं. १०६१०९११
- ४) अधिभवन विभागाचा अंतिम दाखला क्रमांक : _____
- ५) पर्यावरण विभागाचा नाहरकरत दाखला क्रमांक : _____
- ६) घरपट्टी आकारणी कारणेकामी संबंधित विभागात संपर्क साधावा.
- ७) नपासॉडिडक-१७५३५५ पा.क्र-४२०६दि-३३।७।२०१३ नपासॉडि-५०००
पा.क्र-३१६९ दि.५।१।२०१३, पिनापरणानवापूर-२२३-७५०० पा.क्र-४२०६
दि-५।१।२०१३

नसमन-१
दस्ता क्र. १६३६/२०१४
६३-१-१६



कार्यकारी अधिकारी
नागर नियोजन विभाग
नाशिक महानगरपालिका, नाशिक

21 007
6-1-19



- वाचने- १) शासन राजपत्र ५ जानेवारी, २०१७
- २) महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४२ व अन्ये
 - ३) कार्यकारी अभियंता, नगर रचना विभाग नाशिक महानगरपालिका नाशिक यांचा
 - जा.क्र.नामना.व.र/झेन दाखला/१५०/२०१९, दिनांक ०९/०१/२०१९
 - ४) अर्जदार यांचा दिनांक ५/०१/२०१९ रोजीचा करारनामा/शापथपत्र
 - ५) अकृषिक रुपांतरित कराचा भरणा केलेबाबतचे दिनांक ४/०४/२०१९ चे डिफेंस
 - ६) शिल्पा इस्टेट भागिदारी कर्ता जयेश वल्लभदास ठक्कर रा. मुमंगल विल्डर हाऊस



जिल्हाधिकारी कार्यालय नाशिक
क्र.प्रशा/कक्ष/३/७-२/एम.आर.
नाशिक दिनांक २/०४/२०१९

शिल्पा इस्टेट भागिदारी कर्ता जयेश वल्लभदास ठक्कर रा. मुमंगल विल्डर हाऊस रोड, होलाराम कॉलनी समोर, नाशिक, ता.जि.नाशिक यांनी दिनांक ४/१२/१९ चे अर्जाबाबत मोजे गंगापुर ता.जि.नाशिक येथील स.नं. १०८/३/२ चे एकूण क्षेत्र ८०००.०० चौ.मी. प्रयोजनार्थ अकृषिक सारा व रुपांतरित कर भरून घेणेबाबत शासन राजपत्र दिनांक ५ जानेवारी २०१७ विनती केली आहे.

अर्जदार यांनी अर्जासोबत सादर केलेल्या कागदपत्राच्या अनुषंगाने या कागदपत्राचे दिनांक ३०/०३/२०१९ अन्वये रहिवास प्रयोजनासाठी अकृषिक सारा व रुपांतरित कर रक्कम भरणा करणेबाबत कळविलेले अमता, अर्जदार यांनी अकृषिक सारा रक्कम रु. ८१६०/- व रुपांतरित कर रु. ४०८००/- असे एकूण रक्कम रु. ४८९६०/- इतकी ००२९१७३७०१ या लेखाशिर्षकाखाली दिनांक ४/०४/२०१९ रोजीचे डिफेंस चलनाची प्रत सादर केली आहे.

- महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४२ व व शासन राजपत्र जानेवारी, २०१७ अन्वये मोजे गंगापुर ता.जि.नाशिक येथील स.नं. १०८/३/२ चे एकूण क्षेत्र ८००० (अक्षर- आठजगार चौ.मी.) यास रहिवास प्रयोजनार्थ खालील अटी व शर्तीवर परवानगी देण्यात येते.
- १) अर्जदार यांनी नियोजन प्राधिकरणाच्या नियमानुसार आवश्यक त्या परवानग्या घेणे व तसेच सहाय्यक संचालक/कार्यकारी अभियंता, नगररचना यांनी मंजूर केलेल्या अभियंता जागा (Open Space) तसेच रस्ते स्थानिक प्राधिकरणाकडे वर्ग करणे आवश्यक राहिल.
 - २) सदर मिळकतीबाबत कोणत्याही वाद प्रलंबित असल्यास, तसेच मिळकतीबाबत भविष्यात झाल्यास, त्यास अर्जदार सर्वस्व जबाबदार राहिल. त्यास हे कार्यालय जबाबदार राहणार नाही अकृषिक रुपांतरण आदेश रद्द होणेस पात्र राहिल.
 - ३) सदर मिळकतीबाबत भविष्यात सदर जमिन भोगवटदार वर्ग २/ न.अ.श., न. श. , ना.ज.क. इनाम, व इतर कोणत्याही नियंत्रित सना प्रकाराची असल्यास तसेच शासनास अधिभार देणाऱ्या सक्षम प्राधिकरणाची परवानगी घेणे तसेच त्या वेळीच्या शासनाच्या प्रचलित नियमानुसार होणारा नजराणा / इतर रकमां भरणीची जबाबदारी अर्जदार यांची राहिल.
 - ४) सदरचा आदेश अर्जदार यांचा घालु ७/१२ व त्याअनुषंगिक कागदपत्र तसेच करारनामा अर्थाने राहून दिलेला आहे.
 - ५) प्रस्तावित मिळकतीच्या इतर हक्कांत कोणतेही विधीय बाजे असल्यास त्यास अधिन राहून मंजूर केले आहे.

- ६) सदरचे आदेश हे अर्त मिळकतीच्या फक्त अकृषिक साग व रुपांतरित कर अकारणीबाबत लागू आहेत. सदरचे आदेशाने अर्त मिळकतीमध्ये कोणत्याही प्रकारचा हस्तांतरण अथवा मालकी हक्क टर्निंगला रात नाही.
- ७) अर्त मिळकतीच्या मालकी अथवा हस्तांतरण हक्काबाबत कोणत्याही न्यायालयात कोणत्याही प्रकारचे वाद प्रलंबित असल्यास सदर प्रलंबित न्यायालयीन प्रकरणात संघटित न्यायालय यांचे होणारे सर्व आदेश अर्त मिळकतीच्या हस्तांतरण व मालकी हक्कावर बंधनकारक राहतील तसेच अर्त मिळकतीच्या हस्तांतरणासाठी संघटित न्यायालय यांची परवानगी घेणे अर्जदार यांना बंधनकारक राहिल.
- ८) अकृषिक सारा हा शासनाच्या प्रचलित नियमानुसार भरणे बंधनकारक राहिल. तसेच अकृषिक साग बाबत फरकाची रक्कम भरावयाची असल्यास ती देखील भरणे अर्जदारास बंधनकारक राहिल.
- ९) या आदेशातील कोणत्याही गर्त अगर अटीचा भंग झाल्यास सदरची परवानगी रद्द होणेस पात्र राहिल.
- १०) समक्ष नियोजन प्राधिकारी यांचेकडून अभिन्यास मंजूर करून घेणे बंधनकारक राहिल, या अटीस अधिन राहून परवानगी देणेत येत आहे.

मा. अपर जिल्हाधिकारी, सो. नाशिक
यांचे मंजूर टिपणीवरून



(रामदास खंडकर)
निवासी उपजिल्हाधिकारी
जिल्हाधिकारी नाशिक करीता

प्रति,
शिल्पा इस्टेट भागिदारी कर्ता जयेश वल्लभदास ठक्कर रा. मुमंगल विल्डर हाऊस, साधुवासवाणी रोड, होलाराम कॉलनी समोर, नाशिक, ता.जि.नाशिक

- प्रत- १) कार्यकारी अभियंता, नगररचना विभाग नाशिक महानगरपालिका, नाशिक यांना माहितीसाठी.
२) तहसिलदार नाशिक यांस माहितीसाठी रवाना.
२/- स्थानिक प्राधिकरणाची मंजूरी मिळाल्यानंतर शासन राजपत्र दिनांक ५ जानेवारी, २०१७ अन्वये ६० दिवसांचे आंत आवश्यक ते कागदपत्र घेवून विहित नमुन्यात अर्जदारास मनद करून देण्यात यावे. तशी अधिकार अभिलेखात योग्य त्या नोंदी घेण्यात याव्यात.
३) उप अधिक्षक भूमी अभिलेख, नाशिक यांस माहितीसाठी रवाना.
४) तलाठी गंगापुर यांना अधिकार अभिलेखात योग्य त्या नोंदी घेणेसाठी रवाना.

मा. अपर जिल्हाधिकारी, सो. नाशिक
यांचे मंजूर टिपणीवरून

स्वाक्षरीत-
(रामदास खंडकर)
निवासी उपजिल्हाधिकारी
जिल्हाधिकारी नाशिक करीता

नसपन-१
दस्त.क्र.१९३६ /२०१७
६५ - १६



नसम-१
सम.क्र. (००३६ / २०२१)
६७ - १६



Manish Vilas Lonari

B Com. LL.B. Advocate

1, Advocate Chambers, District Court Compound, Nashik-422 002 Ph: (0253) 2570970
Murali 24/25, Tupsakhare Nagar, Holkar Marg, Nashik-422 002 Ph: (0253) 2582360

TITLE SEARCH REPORT

Date-30/09/2021

TO WHOMSOEVER IT MAY CONCERN

Property : S.No. 108/3/2, admeasuring 0 H. 80 Ares, situated at village Gangapur, Tal. & Dist. Nashik.

Owner : Shilpa Estates, a partnership firm through It's partner Shri. Jayesh Vallabhdas Thakkar

Sir,

You have asked me to investigate in to the title of the above mentioned property. I have perused the revenue record which you have supplied to me. I also perused the documents and Index II register for last 30 years, and my observations are as follows.....

1. The property S.No.108/2 was owned by Shri. Bholanath Narayan Sonawani, Shri. Ramdas Raghunath Sonawani and Smt. Rukhminibal Raghunath Sonawani. They have partitioned the said property amongst themselves and as per the partition the part adm. 2 H. 98 Ares + Pot Kharaba 0 H. 03 Are has been allotted to the share of Shri. Bholanath Narayan Sonawani and was numbered as S.No.108/2/1. The part adm. 2 H. 99 Ares + Pot Kharaba Hecter 01.5 Are was allotted to the share of Shri. Ramdas Raghunath Sonawani and Smt. Rukhminibal Raghunath Sonawani and was numbered as S.No.108/2/2. The entry to that effect has been mutated into the record of rights by M.E.No.1713.

2. In the year 1972 the names of the tenants Shri. Dhondu Mukunda Katad and others had been entered in the ownership column of S.No.108/1 by M.E.No.1243. Subsequently Shri. Bholanath Narayan Sonawani and Shri. Raghunath Narayan Sonawani had filed and appeal in the court of Addl. Collector Nashik and in the said appeal the



नसम-१
दस.क्र. (२०३९/२०२४)
६२ - १६



M.E.No.1243 was cancelled, accordingly a appeal against the said order was filed by Shri. Dhondu Mukunda Katad and others and the same was also dismissed and the M.E.No.1243 has been cancelled and the names of the owner Shri. Bholanath Narayan Sonawani and Shri. Raghunath Narayan Sonawani were entered in the ownership column and the names of the tenants Shri. Dhondu Mukunda Katad and others were entered in the other column of S.No.108/1. The entry to that effect has been mutated into the record of rights by M.E.No.3040.

3. Shri. Bholanath Narayan Sonawani expired on 31/08/1988 and on his death the names of his legal heirs widow Dagubai and Anusayabai, sons Nandkumar, Rajkumar, Ashokkumar, Deepak, Pravinkumar, Radhakrushna had been entered in the ownership column of S.No.108/2/1 and the names of the married daughter Smt. Gulab Chandrakant Nikumbh, Pushpa Devidas Chavan, Mangala Kantilal Sable and Shalla Janardhan Birari have been mutated in the other rights column. The entry to that effect has been mutated into the record of rights by M.E.No.3442.

4. The entry about the charge of Bank Of India and Central Godavari Krushak Seva Sahkari Sanstha in the other rights column of S.No.108/1 have been deleted by M.E.No.4054 and 4161 respectively.

5. The entry of Restricted Tenure in the other rights column has been deleted as per the order of Tahsildar, Nashik. The entry to that effect has been mutated into the record of rights by M.E.No.5205.

6. The entry about the charge of Someshwar Vividh Karyakari Seva Sahkari Sanstha, Gangapur in the other rights column of S.No.108/1 have been deleted by M.E.No.5231 and 5235 respectively.

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दस.क्र. (२०३९/२०२४)
६२ - १६



Manish Vilas Lonari
B.Com. LL.B. Advocate

1/1, Advocate Chambers, District Court Compound, Nashik-422 002 Ph. (0253) 2570970
b : Murelli 24/25, Tupsakhare Nagar, Holkar Marg, Nashik-422 002. Ph.: (0253) 2582360

7. By M.E.No.5245 the names of legal heirs of deceased Bholanath Narayan Sonawani and Raghunath Narayan Sonawani was entered into the record of rights of S.No.108/1, but the names have already been entered by M.E.No.1295 and 3442.

8. The rectification in record of S.No.108/1, 108/2/1 and 108/2/2 has been made by the order of District Inspector Land Record Nashik, and as per the rectification S.No.108/1 was shown in the names of Shri. Ramdas Raghunath Sonawani and others and Shri. Nandkumar Bholanath Sonawani and others. S.No.108/2 was shown in the names of Shri. Ramdas Raghunath Sonawani and others and S.No.108/3 was shown in the names of Shri. Nandkumar Bholanath Sonawani and others. The entry to that effect has been mutated into the record of rights by M.E.No.5278.

9. You have purchased the said property adm. 0 H. 80 Ares out of the S.No.108/3 from Shri. Nandkumar Bholanath Sonawani and others by a registered Sale Deed. The said Sale Deed has been registered in the office of Sub Registrar Nashik, finally at Sr.No.3407 on 07th July 1997. Accordingly the portion purchased has been numbered as 108/3/2 and your name has been mutated into the record of rights of S.No.108/3/2 by M.E.No.6410.

10. The owner have obtained the permission for non agricultural use of the said property vide order of Collector Masha/Kaksha3/7-2/S.R./28/2019 dated 08/04/2019. The entry to that effect has been mutated into the record of rights by M.E.No.18647.

11. The M.E.No.19443 is about the rectification u/s. 155 of Maharashtra Land Revenue Code and as per the said mutation the numbers of the pherphar have been changed.



नस-१
स.क्र. ००३५/२०१९
०० - ५५



12. The Add. Collector, Nashik vide order dated Masha/Kaksha3/7-2/S.R./109/2019 dated 17/08/2020 granted the permission for commercial use for the part adm.265.34 sq.mtrs. The entry to that effect has been mutated into the record of rights by M.E.No.19726.

13. The owner has purchased TDR adm.478.04 sq.mtrs., out of DRC No.952 vide a Sale Deed dated 19/12/2020. The said Sale Deed has been registered in the office of Sub Registrar Nashik at sr.no.6827.

14. The owner has prepared a plan for construction of building on the said property which has been approved by Nashik Municipal Corporation vide it's Sanction of Building Permission and Commencement Certificate No. LND/BP/B1/99/2019 dated 24/10/2019 which has been revised vide Sanction of Building Permission and Commencement Certificate No. LND/BP/B1/BP/130 dated 08/01/2021.

15. The owner has registered the said project under the provisions of Maharashtra Real Estate Regulatory Authority, under registration no. P51600023101 on 29/11/2019.

16. The search of the Index II for the year 1990 to 2019 was conducted and on inspection no adverse entries regarding the said property have been found in the available record.

17. On above observations I am of the opinion that the owner has got a good, clear and marketable title to the above mentioned property and have further right to sell and dispose of the same.

Advocate

Mr. Manish V. Lonari
(Advocate)

नस-१
स.क्र. ००३५/२०१९
०१ - ५५



104/0

इतर पावती

Saturday, 02 November 2019 3:05 PM

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: नस-१-०-२०१९

दस्तऐवजाचा प्रकार :

मादर करणाऱ्याचे नाव: अॅड. श्री. मनिय विलास लोणारी

वर्णन सौजे नाशिक पैकी गंगापूर येथील स न 108/3/2 यासी क्षेत्र 8000 चौ मी चा सन 1990 ते 2019 एकूण 30 वर्ष सोघ.

शोध व निरीक्षण

₹. 750.00

एकूण:

₹. 750.00

सद. दस्तऐवज निवडणूक बर्ग-२

1); देयकाचा प्रकार: By Cash रकम: ₹ 750/-

नाशिक-२



भारतीय गैर न्यायिक
भारत INDIA
FIVE HUNDRED
RUPEES
रु. 500
पाँच सौ रुपये
Rs. 500
INDIA NON JUDICIAL

MAHARASHTRA 2019

TREASURY 00574528
17 JAN 2020

129 JAN 2020

विकास नाथिक कोट क्र. 9381A
सं. के. ना. म. बिंदुपा इरि
हस्ते विजय सुरतो
सु

[Signature]

मुद्रांक मेरु...
दि. १२/०१/२०२०...
को-३...
पत्र नं. एच.एस. / ११२/१९९९...
हस्ताले असाता मेळ करेपर उपरोक्ता...
साह. दुय्यम न्यायिक वर्ग-२
नाशिक-१

विशेष मुखत्यार पत्र

विशेष मुखत्यार पत्र आज दिनांक १० माहे फेब्रुवारी २०२०
संग्रहाय दिवशी नाशिक मुक्कामी...

नसम-१
१११११/१०२
१-११



नसम-१
दस्त क्र. eese (१०११)
६२-१६



महाराष्ट्र सरकार

महाराष्ट्र सरकार

मुद्रांक विभाग
मुद्रांक विभाग
मुद्रांक विभाग
मुद्रांक विभाग

9998712

मुद्रांक विभाग
मुद्रांक विभाग
मुद्रांक विभाग
मुद्रांक विभाग

दि. नाशिक डिस्ट्रीक्ट अँड व्होकेटस् मल्टीपर्पज को-ऑप.
सोसायटी लि., जिल्हा न्यायालय आवार, नाशिक

पावती क्र. 9998712
दि. 22/05/2020

मुद्रांक विभाग	मुद्रांकाचा तपशिल	संख्या	किंमत
400 X			
100 X		9	
40 X			
20 X			
एकूण			

(मुद्रांक विक्रीसाठी सही)

नसन-१
क्र. 9998712/2020
2-99



नसन-१
क्र. 9998712/2020
67-12



1) श्री. जयवंतराव माधवराव टाकळकर
वय - 69, धंदा - नोकरी
रा. 1009, गहाडा कॉलनी, चुवांके शिवार,
नाशिक.
आधार कार्ड नं. 393923626879

नसन-१
क्र. 9998712/2020
Y-99



2) श्री. विजय मदनलाल सुराणा,
वय - 47, धंदा - खाजगी नोकरी,
रा. 6, रानराज सोसा., संगम कॉलनी,
राजीव नगर, शिडको, नाशिक
आधार कार्ड नं. 937826622096

नसन-१
क्र. 9998712/2020
67-12



श्री. मे. शिल्पा इस्टेट भागीदारी संस्थेतर्फे
भागीदार श्री. जयेश वल्लभदास ठक्कर
वय - 46, धंदा - शेती व व्यापार
रा., 6, निळकंठ, चोपडा इस्टेटस,
कला नगर, गंगापूर रोड, नाशिक
पॅन - AAJFS0255N
आधारकार्ड नं. 3926622990036

लिहून देणार

कारणे विशेष मुखत्यार पत्र लिहून देतो ते ऐसा जे की.....

9. मिळकतीचे वर्णन :- जि. नाशिक, ता. नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मीजे. गंगापूर शिवारातील सव्हे नं. 90C/3/2 यांसी क्षेत्र 6000 चौ. मी. या क्षेत्रावर बांधण्यात येणारया शिल्पा आनंदवन प्रोजेक्ट.

पूर्वेस :- सव्हे नं. 90C/3/1
दक्षिण :- सव्हे नं. 922
पश्चिमेस :- सव्हे नं. 90C/1
उत्तरेस :- सव्हे नं. 90C/2

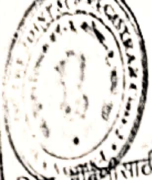
तसेच जागेवरील परिस्थितीनुसार

मंजूर ले-आऊट प्रमाणे चतुर्दिशा व जागेवरील जंगम परिस्थितीनुसार विनशेती मिळकत जाण्यायेण्याचे वागावटिवटीसह मिळकत दरोबरस्त.

2) मी /आम्ही मे. शिल्पा इस्टेटस भागीदार संस्थेतील भागीदार आहोत आपल्या संस्थेत वरील जागेमध्ये बांधकाम सुरु केले आहे. सदरचे इमारतीपैकी बांधील क्षेत्रातील विक्री करणेकामी दुकानाचे करारनामे, करारनामे /डीड ऑफ अपार्टमेंट /डिक्लेरेशन ऑफ अपार्टमेंट चुक दुरुस्त दस्त, तत्सम दस्ताऐवज लिहून व नोंदवून देणे आवश्यक आहे. परंतु त्याकरीता मला स्वतःला मे. दुयम निबंधक यांचे कार्यालयात हजर राहणे शक्य नाही.

3) माझ्या नावाने माझी सही असलेले व दस्ताऐवजावर अंगठा असलेले दस्ताऐवज, खरेदीखत, साठेखत, चुक दुरुस्तीलेख नोंदणीसाठी सादर

नसम-१
क्र. ११९
६-११



कि... सादर केले गेल्यास ते कबूल करील
मी स्वतः मे. दुयम निबंधक, नाशिक यांचे कार्यालयात उपस्थित
वेणार नाही. म्हणून त्या कामी माझ्या वतीने खालील कामे करील
मी तुमची माझे मुखत्यार म्हणून नेमणूक करीत आहोत.

- ४) माझे मुखत्यार म्हणून तुम्ही माझ्या वतीने एकत्र किंता वैयक्तिकीत
करील खालील कामे करावीत.
अ. मी सर्व खोलेले दस्त मे. निबंधक यांचे कार्यालयात सादर झाले
असे दस्त लिहून दिल्याचे माझ्या वतीने मे. दुयम निबंधक यांचे
मान्य करणे व त्या कामी मे. दुयम निबंधक यांचे समक्ष सहया करणे
सादर दस्त सादर करण्यासाठी व मान्य करण्यासाठी मे. दुयम निबंधक
कार्यालयात माझ्या वतीने उपस्थित रहावे.
- ५) माझे मुखत्यार म्हणून तुम्ही वर नमुद केलेल्या अधिकारावस्तुन
काने तुम्ही करल ती सर्व कामे मी उपस्थित राहून केल्याचे मी
करीते व भविष्यात मान्य करण्याचे अंगिकारीतो.
- ६) मी तुमची माझी मुखत्यार म्हणून नेमणूक माझे तुमचेवरील विश्वास
केली आहे. त्याबद्दल कोणताही मोवदलां तुम्ही मला दिलेला नाही.
हे मुखत्यार पत्र.

१) श्री. जयवंतरव माधवरव टाकळकर

Jayash Thakkar
[Signature]

२) श्री. विजय मदनलाल सुरणा
लिहून देणार

Vijay Madanlal Surana
[Signature]

श्री. मे.शिल्पा इस्टेट भागीदारी संस्थेतर्फे
भागीदार श्री. जयेश वल्लभदास ठक्कर
लिहून देणार

Jayash Thakkar
[Signature]

साक्षीदार :- १) Vandana Godgir

नसम-१
क्र. ११९
६-११
[Signature]



प्रमाण दिनांक : 30/10/2019

महाराष्ट्र जमीन महसूल अधिकार अधिनियम अन्वये अग्नि नोंदपत्र (नया वराने व नुसियॉल ठेवणे) नियम, 1957 च्या नियम 3.4.6 अन्वये

तालुका - नाशिक जिल्हा - नाशिक शहरपालिका इलाका क्रमांक : 18647 व दिनांक : 25/07/2019

नाम - मंगलू
मुलाखत क्रमांक व उपविभाग : 104/3

क्र. सं.	वस्तु	मूल्य	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश	अंश
1	शिल्पा इस्टेट भागीदारी वराने ठेवणे	8000.00	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4
2	शिल्पा इस्टेट भागीदारी वराने ठेवणे	8160.00	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4

नसम-१
क्र. ११९
६-११

शिल्पा इस्टेट भागीदारी वराने ठेवणे

वर्ष	हंगाम	निष्पादा संकेत क्रमांक	जल सिंचित	अजल सिंचित	विक्रय मूल्य	जल सिंचित	अजल सिंचित	विक्रय मूल्य	जल सिंचित	अजल सिंचित	विक्रय मूल्य	जल सिंचित	अजल सिंचित	विक्रय मूल्य	जल सिंचित	अजल सिंचित	विक्रय मूल्य	जल सिंचित	अजल सिंचित	विक्रय मूल्य	
2018-19	खरीप																				

या वनागित पतीसाठी की म्हणून रप. करणे निघते.
दिनांक :- 10/01/2020
सांकेतिक क्रमांक :- 172009110259480000120201170

भारत सरकार
GOVERNMENT OF INDIA

जयेश वल्लभदास ठक्कर
Jayesh Vallabhdas Thakkar
जन्म वर्ष / Year of Birth : 1963
पुरुष / Male

3127 8299 0037

आयकर विभाग
INCOME TAX DEPARTMENT
SHILPA ESTATE

16/07/1997
Permanent Account Number
AAJRS0256N

भारत सरकार
GOVT OF INDIA

नसम-१
क्र. ११९
६-११



नसम-१
 १९९९
 ८-९९
 विवर मजदार पुस्तिका
 Vitar Madhar Surana
 जन्म तारीख (DOB) 01/01/1988
 पुरुष Male
 8314 2768 2798
 आधार - आम आदमी का अधिकार
 आधारीत प्रमाणपत्र प्रविष्टिका
 आधार प्रमाणपत्र प्रविष्टिका
 Address:
 S.O. Madantel Surana, B.sun
 rd, ashwamegh colony, tal. nagar Nashik,
 C/oo Colony, Nashik
 Maharashtra, 422009
 नसम-१
 J.M. Talwar

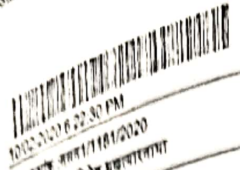
आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA
 JAYVANTRAO TAKALKAR
 MADHAV ASARAM TAKALKAR
 23011949
 ADJPT4065E
 नसम-१
 दस्त क्र. १०३३
 ७७-१६
 J.M. Talwar

भारत सरकार
 Government of India
 नसम-१
 १९९९
 ७७-१६
 आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA
 SATISH VASANTRAO DESHPANDE
 19911965
 ASL90064GA
 7638 4043 2308
 आधार - सामान्य माणसाचा अधिकार
 नसम-१
 S.S. Sadiq

नसम-१
 दस्त क्र. १९९९/२०२०
 ८-९९
 SUB-REGISTRAR
 NASHIK

D H C
 Document Handling Charges
 Inspector General of Registration & Stamps
Receipt of Document Handling Charges
 PRN 1002202010167 Receipt Date 10/02/2020
 Received from TAKALKAR JAYAWANTRAO MADHAVRAO, Mobile number 0000000000, an amount of Rs.220/-, towards Document Handling Charges for the Document to be registered on Document No. 1181 dated 10/02/2020 at the Sub Registrar office S.R. Nashik 1 of the District Nashik.
 DEFACTED
 ₹ 220
 DEFACTED
Payment Details
 Bank Name IBKL Payment Date 10/02/2020
 Bank CIN 10004152020021008659 REF No. 252586324
 Deface No 1002202010167D Deface Date 10/02/2020
 This is computer generated receipt, hence no signature is required.

नसम-१
 दस्त क्र. १०३३
 ७७-१६
 SUB-REGISTRAR
 NASHIK



वसत गोपबारा भाग-2

- पक्षकाराचे नाव व पत्ता
 1. नाव वी. बसवराव साधुबाब टाकळकर
 पत्ता-पोस्ट नं. 5, भाळा नं. 5, इमारतीचे नाव: 19/4
 मुद्रा: शंभरी, ब्लॉक नं. पुंकाळे, रोड नं. शिवार
 नाशिक, महाराष्ट्र, नाशिक.
 पिन कोड: 422002
- नाम वी. विठ्ठल बसवराव सुरामा
 पत्ता-पोस्ट नं. 5, भाळा नं. 5, इमारतीचे नाव: 6
 इतर नाव गोपबारी संघम शंभरी, ब्लॉक नं. राजीव
 नगर, रोड नं. शिरो नाशिक, महाराष्ट्र, नाशिक.
 पिन कोड: ASYPS6414L
- नाम वी. डी. शिवा रेडेट भागीवारी संस्थेतर्फे भागीदार
 वी. डी. रेडेट इतरपदात उद्धर
 पत्ता-पोस्ट नं. 5, भाळा नं. 5, इमारतीचे नाव: 9
 निवृत्त बंधन रेडेट, ब्लॉक नं. कला नगर, रोड नं.
 वेणूर रोड नाशिक, महाराष्ट्र, नाशिक.
 पिन कोड: AAJFS0255N

पक्षकाराचा प्रकार
 पोवर ओक अटॉर्नी
 होल्डर
 वय :- 70
 स्वाक्षरी:-

छायाचित्र

वसत गोपबारा भाग-2 वसत गोपबारा भाग-2 वसत गोपबारा भाग-2
 दिनांक: 10/02/2020 06:21:28 PM

- पक्षकाराचे नाव व पत्ता
 1. नाव वी. सुनील सतीश देवराणे
 वय: 32
 पत्ता: पुणेकर कामे बंधन रोड नाशिक
 पिन कोड: 422002

छायाचित्र

स्वाक्षरी

नसतन-29
 दिनांक: 10/02/2020
 पिन कोड: 422002

दिनांक: 10/02/2020 06:22:04 PM
 दिनांक: 10/02/2020 06:22:14 PM नोंदणी पुस्तक 4 मध्ये

सह. दुय्यम निबंधक वर्ग-2, नाशिक-1

जाहिरात-2
 Payment Details

Sl. No. Payment Number
 1. 1002202010167D

अनुक्रमणिका: 9999

1. Varty Scanned Document for correctness through thumbprint (4 pages) and side printout after scanning.
 2. Get print immediately after submission. 3030 रोजी नोंदला.

सह. दुय्यम निबंधक वर्ग-2, नाशिक-1

104/1181
 नोंदणी, 10 फेब्रुवारी 2020 8:20 ग.म.
 वसत क्रमांक: वसत1/1181/2020
 जाहिरात मुल्य: रु. 01/-
 मरतेचे मुद्रांक मुल्य: रु. 500/-

वसत गोपबारा भाग-1
 वसत क्रमांक: 6099
 दिनांक: 10/02/2020

सह. दुय्यम निबंधक वर्ग-2, नाशिक-1

पानकी: 2241
 पानकी दिनांक: 10/02/2020
 यादस्करगाराचे नाव: श्री. जयवंतराव साधुबाब टाकळकर
 नोंदणी की
 दस्त हाताळणी की
 पृष्ठांची संख्या: 11

रु. 100.00
 रु. 220.00
 एकूण: 320.00

सह. दुय्यम निबंधक वर्ग-2, नाशिक-1

सह. दुय्यम निबंधक वर्ग-2, नाशिक-1

मुद्रांक मुल्य: (48-रु) जेव्हा त्यामुळे एकापेक्षा अधिक व्यक्तींना संयुक्तपणे किंवा अनुक्रमेणपणे एका किंवा एकापेक्षा अधिक
 संस्थेसाठी किंवा सरसहा काम चालविण्याचा प्राधिकार मिळकत असेल तेव्हा

दिनांक: 10/02/2020 06:19:29 PM ची वेळ: (गारदारीकरण)
 दिनांक: 20/02/2020 06:20:07 PM ची वेळ: (फी)

नसतन-1
 दिनांक: 10/02/2020
 पिन कोड: 422002



नसून-१
दस्तावेज क्र. (२०१६/२०१६)
१९ - १६

मी / आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक यांना पुणे यांचे दि. ३१/१२/१६ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही. याबाबतचा शोध मी / आम्ही अभिलेखात घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून मी / आम्ही स्वतः खात्रीकरण घेतलेली आहे.

सदर नोंदणीचा दस्तऐवज निष्पादित करतांना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारका P. A. Holder) लिहून देणार हे इयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहे / आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक, बोजे, विकसन बोजे शासन बोजे व कुलमुखत्यारधारकांनी केलेल्या व्यवहाराच्या अधीन राहून आजचा आर्थिक व्यवहार पूर्ण करून साक्षीदारसमक्ष निष्पादित केलेला आहे.

सदर दस्तऐवज हा नोंदणीकायदा १९०८ अंतर्गत असलेल्या तरतूदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशिर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील. या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही समक्ष अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच, महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहे / आहोत. नोंदणी नियम, १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाचे मा. उच्च न्यायालयाचे दिलेला निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणेही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पूर्णपणे जाणीव आहे.

स्थार मिळकती विषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हेही माझ्या दस्तऐवजातील मिळकती विषयी होऊ नयेत म्हणून मी / आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/ आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुदांक शुल्क किंवा नोंदणी फीकमी लावली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशिर प्रश्न उदभवल्यास त्यास मी आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहे / आहोत, याची मला / आम्हाला पूर्णकल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कुतूहल नसत नाही. जर भविष्यात सदर प्रकरणी कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंडसंहिता १८६० मधील तरतूदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहे / आहोत याची मला / आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

नाशिक
तारीख

लिहून देणार
१२

लिहून देणार

घोषणापत्र

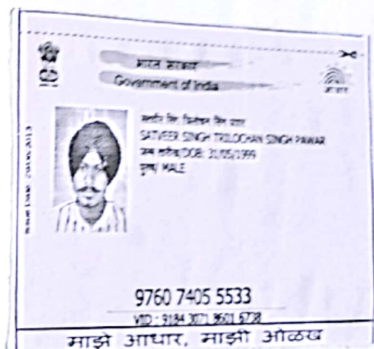
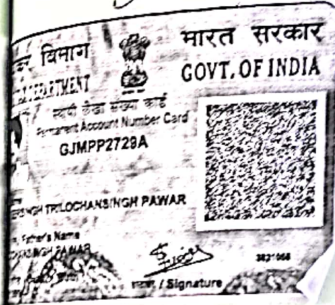
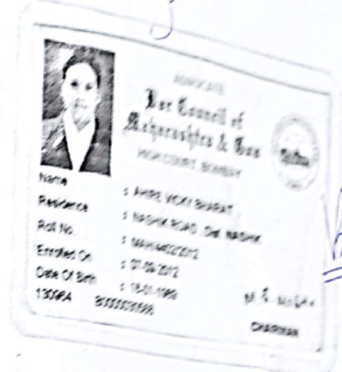
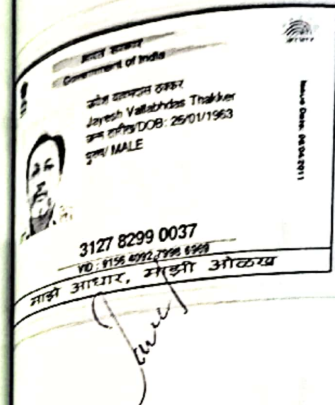
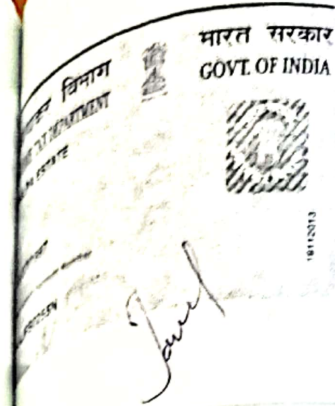
मी, विजय मदनलाल सुराणा, या द्वारे घोषित करतो की, दुष्यम निबंधक, नाशिक, यांचे कार्यालयात अपॉईन्ट फॉर सेल / डीड ऑफ अपॉईन्टमेंट / सेल डीड या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. १) मे. शिल्पा इस्टेट भागीदारी संस्था यांचे भागीदार श्री. जयेश वल्लभदास ठक्कर, यांनी दस्त क्र. ११८१/२०२० नाशिक-१ येथे दिनांक १०/०२/२०२० रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे. लिप्यादित करण कबुली नबाब दिला आहे. सादर कुलमुखत्यार पत्र लिहून देणार व्यक्तीपैकी कुणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे, सादरचे कायदे चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ कलम ८२ अन्वये शिक्षेस मी पात्र राहिल्याची मला जाणीव आहे.

हे घोषणापत्र लिहून दिले असे.

दिनांक - ०१/१०/२०२५

कुलमुखत्यारपत्र धारकाचे नाव व सही

नसन-१
दस्त क्र: ee3e / 1000
८३ - ८५



नसन-१
दस्त क्र: ee3e / 1000
८३ - ८५



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202410015257	01 October 2024, 04:10:25 PM नसरा।			
मूल्यांकनाचे वर्ष	2024				
जिल्हा	नाशिक				
मूल्य विभाग	तालुका : नाशिक				
उप मूल्य विभाग	12.4.मोगापूर गावठाणापासून दक्षिणेकडे जाणा-या 30 मी. रुंद रस्त्यावरील रहिवास व तत्सम विभागातील मिळकती				
क्षेत्राचे नांव	Nashik Municipal Corporation	सर्व्हे नंबर / न भू क्रमांक :	सर्व्हे नंबर#108		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ मीटर
7600	29260	33640	36570	0	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	51.436चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.24200/-
उद्दवाहन सुविधा -	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-	46.76चौ. मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 105 / 100 Apply to Rate= Rs.30723/-					
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा.यानुसार टक्केवारी) + खुल्या जमिनीचा दर					
= (((30723-7600) * (100 / 100)) + 7600)					
= Rs.30723/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 30723 * 51.436				
	= Rs.1580268.228/-				
B) लागतच्या गच्चीचे/खुली बाल्कनी क्षेत्र	10.66चौ. मीटर				
लागतच्या गच्चीचे/खुली बाल्कनी मूल्य	= 10.66 * (30723 * 40/100)				
	= Rs.131002.872/-				
Applicable Rules	= 3, 9, 18, 19, 14				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + गॅलॅनार्डन मजला क्षेत्र मूल्य + लागतच्या गच्चीचे मूल्य (खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्ता वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ				
	= A + B + C + D + E + F + G + H + I + J				
	= 1580268.228 + 0 + 0 + 0 + 0 + 131002.872 + 0 + 0 + 0 + 0				
	= Rs.1711271/-				
	= ₹ सतरा लाख अकरा हजार दोन शे एककाहत्तर /-				

नसरा-१
दस्ता क्र. (२०३६ / २०२४)
१४ - १६



9936

पार, 01 ऑक्टोबर 2024 4:51 म.नं.

दस्त गोपवारा भाग-1

नसन1

दस्त क्रमांक: 9936/2024

१५/१६

क्रमांक: नसन1 /9936/2024

जगर मूल्य: रु. 19,44,620/-

मोबदला: रु. 28,27,010/-

तेने मुद्रांक शुल्क: रु. 1,69,700/-

दणी फी माफी असल्यास तपशिल :-

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

सह. दु. नि. नसन1 यांचे कार्यालयात

पावती: 14709

पावती दिनांक: 01/10/2024

: 9936 वर दि.01-10-2024

सादरकरणाराने नाव: सतवीरसिंग त्रिलोचनसिंग पवार

4:50 म.नं. वा. हजर केला.

नोंदणी फी

रु. 28290.00

दस्त हाताळणी फी

रु. 1800.00

पृथांची संख्या: 90

एकुण: 30090.00

Fie

करण्याची सही:

Sub
दुय्यम विवधक वर्ग-२
नाशिक-१.Sub
सह. दुय्यम विवधक वर्ग-२
नाशिक-१.

दस्त अंग्रिमेट टू सेल

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

01/10/2024 04 : 50 : 10 PM ची वेळ: (सादरीकरण)

01/10/2024 04 : 51 : 15 PM ची वेळ: (फी)



01/10/2024 4:53:24 PM

पत्रकाराचे नाव व पत्ता
 नाव: मे शिल्पा इस्टेट भागीदारी कर्ता श्री जयेश वल्लभदास ठाकर वर्फे
 पत्ता: प्लॉट नं. 2, माळा नं: दुमरा मजला, इमारतीचे नाव: मुमंगल
 विक्टर हाऊस, ब्लॉक नं: माधू वासवानी रोड, रोड नं: नाशिक,
 महाराष्ट्र, पाम्:ईक.
 पिन नंबर: AAJFS0255N

नाव: सतवीरसिंग विलोचनसिंग पवार
 पत्ता: प्लॉट नं: प्लॉट नंबर 14, माळा नं: सकाळ न्यूज पेपर जवळ,
 इमारतीचे नाव: स्वार बाबा नगर, ब्लॉक नं: मातपूर, रोड नं:
 नाशिक, महाराष्ट्र, पाम्:ईक.
 पिन नंबर: GJMPP2729A

नाव: जसवीरकौर विलोचनसिंग पवार
 पत्ता: प्लॉट नं: प्लॉट नंबर 14, माळा नं: सकाळ न्यूज पेपर जवळ,
 इमारतीचे नाव: स्वार बाबा नगर, ब्लॉक नं: मातपूर, रोड नं:
 नाशिक, महाराष्ट्र, पाम्:ईक.
 पिन नंबर: CBJPP3418F

पत्रकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
लिहून देणार वय :-56 स्वाक्षरी:- <i>VMSunare</i>		
लिहून घेणार वय :-24 स्वाक्षरी:- <i>Shirley</i>		
लिहून घेणार वय :-45 स्वाक्षरी:- <i>JJA</i>		

दस्त एवज करून देणार तथाकथीत अॅप्रीमेंट टू सेल चा दस्त एवज करून दिल्याचे कबुल करतात.
 3 ची वेळ: 01 / 10 / 2024 04 : 52 : 44 PM

द दुय्यम निबंधक यांच्या जोळखीचे असून दस्त एवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पत्रकाराचे नाव व पत्ता
 नाव: अॅड. विकी भरत आहिर
 वय: 35
 पत्ता: नाशिक जिल्हा कोर्ट आवार
 पिन कोड: 422001

स्वाक्षरी
VAnix

छायाचित्र

ठसा प्रमाणित

क्र.4 ची वेळ: 01 / 10 / 2024 04 : 53 : 04 PM

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	DHC		1024017607994	1800	व्याजे आहेत.	1024017607994D	01/10/2024
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