



नसल-५  
दस्ता क्र. (9394 / 10226)  
CHALLAN  
MTR Form Number-6 9-02



GRN	MH009491549202425E	BARCODE	[Barcode]				Date	09/10/2024-11:16:36		Form ID	25.2	
Department	Inspector General Of Registration					Payer Details						
Type of Payment	Stamp Duty Registration Fee					TAX ID / TAN (if Any)						
Office Name	NSK5_NASHIK 5 JOINT SUB REGISTRAR					PAN No.(if Applicable)	AAHFD8335J					
Location	NASHIK					Full Name	DHATRAK CONSTRUWELL					
Year	2024-2025 One Time					Flat/Block No.	SURVEY NO. 87/1/1 AVADH UTOPIA FLAT NO.					
						Premises/Building	A-1104 A BUILDING					
Account Head Details				Amount in Rs.								
0030046401 Stamp Duty				268800.00		Road/Street	MAKHMALABAD ROAD					
0030063301 Registration Fee				30000.00		Area/Locality	NASHIK					
						Town/City/District						
						PIN	4	2	2	0	0	3
						Remarks (if Any)	PAN2=CCGPS1993A~SecondPartyName=RAJESH SAH-CA=4480000~Marketval=3800000					
						Amount In	Two Lakh Ninety Eight Thousand Eight Hundred Rupee					
Total						2,98,800.00	Words	s Only				
Payment Details						STATE BANK OF INDIA						
						FOR USE IN RECEIVING BANK						
Cheque-DD Details						Bank CIN	Ref. No.	00040572024100952105		CK00EDEJL2		
Cheque/DD No.						Bank Date	RBI Date	09/10/2024-11:24:18		Not Verified with RBI		
Name of Bank						Bank-Branch		STATE BANK OF INDIA				
Name of Branch						Scroll No. , Date		Not Verified with Scroll				

Department ID :

Mobile No. : 9890048818

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1024099903369	Date 09/10/2024
Received from DHATRAK CONSTRUWELL, Mobile number 9890048818, an amount of Rs.1440/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 5 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 09/10/2024
Bank CIN 10004152024100903178	REF No. CHR3070618
This is computer generated receipt, hence no signature is required.	

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ZONE NO. 1.3.49,  
RATE RS. 37,400/- PER SQ.MTR.  
Govt. Valuation Rs. 38,00,000/-  
Consideration Rs. 44,80,000/-  
Stamp Duty Rs. 2,68,800/-  
Reg Fee Rs. 30,000/-

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made & executed at Nashik on this 8<sup>th</sup> day of October 2024.

**BETWEEN**

**DHATRAK CONSTRUWELL**

A Partnership Firm, Through Partner,

**MR. NITIN HARIBHAU DHATRAK**

Age- 57 Yrs., Occ.- Business,

**PAN No. – AAHFD8335J**

**Aadhaar Card No.- 7436 2744 0111**

**Mob No- 9890048818**

**Email - dhatrakconstruwell@gmail.com**

**REGISTERED OFFICE– Office No. Survey No. 87/1/1, AVADH UTOPIA, Radha Nagar, Makhmalabad Road, Panchavati, Nashik-422003.**

Hereinafter referred to as the **VENDOR/PROMOTER** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the **FIRST PART.**

**AND**

**1. MR. RAJESH SAH**

Age: 48 Yrs. Occ.: Self-employed

PAN No.: CCGPS1993A

Aadhaar No.: 5387 3996 4380

Mob.: 7719033133

Email: rajesh.sah012018@gmail.com

**2. MS. SARITA KUMARI (Before Marriage) Alias  
MRS. SARITA RAJESH SAH (After Marriage)**

Age: 37 Yrs. Occupation: Self-employed

PAN No.: DCFPK0231K

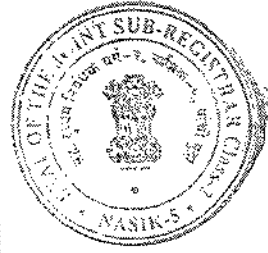
Aadhaar No.: 6664 7567 8939

Mob.: 8459839711

Email: skinsurance25@gmail.com

R/o- Flat No. 08, Shiv Ganesh Apartment,  
Near Vitthal Rukhamini Karyalay, Panchavati,  
Nashik-422003.

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Hereinafter referred to as the "**PURCHASERS/ALLOTTEES**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

**WHEREAS**

- (A) Previously Survey No. 87/1/1 area admeasuring 1 H 23 R was owned by 1. Mr. Madhukar Eknath Kajale (Aadgaonkar), 2. Mr. Kailas Madhukar Kajale (Aadgaonkar), 3. Mr. Sagar Madhukar Kajale (Aadgaonkar), 4. Mr. Shantaram Eknath Kajale (Aadgaonkar), 5. Mr. Shrikrishna Shantaram Kajale (Aadgaonkar), 6. Mr. Yogesh Shantaram Kajale (Aadgaonkar), 7. Mr. Mukund Shantaram Kajale (Aadgaonkar), 8. Mr. Sham Shashikant Kajale (Aadgaonkar), 9. Mr. Ram Shashikant Kajale (Aadgaonkar) and 10. Laxmi Shashikant Kajale (Aadgaonkar). Out of total area of 1 H 23 R 1. Mr. Madhukar Eknath Kajale (Aadgaonkar), 2. Mr. Kailas Madhukar Kajale (Aadgaonkar), 3. Mr. Sagar Madhukar Kajale (Aadgaonkar) was having 41 R Share. 4. Mr. Shantaram Eknath Kajale (Aadgaonkar), 5. Mr. Shrikrishna Shantaram Kajale (Aadgaonkar), 6. Mr. Yogesh Shantaram Kajale (Aadgaonkar), 7. Mr. Mukund Shantaram Kajale (Aadgaonkar), having 41 R share in property and 8. Mr. Sham Shashikant Kajale (Aadgaonkar), 9. Mr. Ram Shashikant Kajale (Aadgaonkar) and 10. Laxmi Shashikant Kajale (Aadgaonkar) having remaining 41 R share in said property.
- (B) Out of Survey No. 87/1/1 area admeasuring 0 H 98.40 R from East side out of total area 1 H 23 R has been purchased by 1. Mr. Bharat Hiranand Gajria, 2. Mr. Hiren Navin Gajria, 3. Mr. Sham Chhagan Nikumbh, 4. Mr. Shakti Sham Nikumbh, 5. Mr. Puran Ramchand Dolwani, 6. Smt. Divya Puran Dolwani, 7. Mr. Jimmy Paramjeetsingh Rajput and 8. Mr. Rammy Paramjeetsingh Rajput from 1. Mr. Madhukar Eknath Kajale (Aadgaonkar), 2. Mr. Kailas Madhukar Kajale (Aadgaonkar), 3. Mr. Sagar Madhukar Kajale (Aadgaonkar), 4. Mr. Shantaram Eknath Kajale (Aadgaonkar), 5. Mr. Shrikrishna Shantaram Kajale (Aadgaonkar), 6. Mr. Yogesh Shantaram Kajale (Aadgaonkar), 7. Mr. Mukund Shantaram Kajale (Aadgaonkar), 8. Mr. Sham Shashikant Kajale (Aadgaonkar), 9. Mr. Ram Shashikant Kajale (Aadgaonkar) and 10. Laxmi Shashikant Kajale (Aadgaonkar) by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No. 7240 Dated 14/06/2011. While sale of the said property 1. Mr. Madhukar Eknath Kajale (Aadgaonkar), 2. Mr. Kailas Madhukar Kajale (Aadgaonkar), 3. Mr. Sagar Madhukar Kajale (Aadgaonkar), 4. Mr. Shantaram Eknath Kajale (Aadgaonkar), 5. Mr. Shrikrishna Shantaram Kajale (Aadgaonkar), 6. Mr. Yogesh Shantaram Kajale (Aadgaonkar), 7. Mr. Mukund Shantaram Kajale (Aadgaonkar), has sold their whole share and 8. Mr. Sham Shashikant Kajale (Aadgaonkar), 9. Mr. Ram Shashikant Kajale (Aadgaonkar) and 10. Laxmi Shashikant Kajale (Aadgaonkar) has sold 16.40 R share out of there 41 R share. To that effect purchasers name has been recorded in

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- owner column for area admeasuring H 98.40 R Sq. Mtrs each and mutation entry no. 71769 has been made and certified.
- (C) The Owner/Promoter Dhattrak Construwell, A Partnership Firm through its Partner Mr. Nitin Haribhau Dhattrak has purchased an area of 2460 Sq. Mtrs. from Mr. Sham Chhagan Nikumbh and Mr. Shakti Sham Nikumbh by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No 699 Dated 21/01/2015. To that effect Owner/Promoter name has been recorded in owner column for area admeasuring 2460 Sq. Mtrs. each and mutation entry no. 96126 has been made and certified.
- (D) The Owner/Promoter Dhattrak Construwell, A Partnership Firm through its Partner Mr. Nitin Haribhau Dhattrak has purchased an area of 1230 Sq. Mtrs from Mr. Puran Ramchand Dolwani by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No 2183 Dated 23/03/2015. To that effect Owner/Promoter name has been recorded in owner column for area admeasuring 1230 Sq. Mtrs each and mutation entry no. 96891 has been made and certified.
- (E) The Owner/Promoter Dhattrak Construwell, A Partnership Firm through its Partner Mr. Nitin Haribhau Dhattrak has purchased an area of 1230 Sq. Mtrs from Smt. Divya Puran Dolwani by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No 2551 Dated 08/04/2015. To that effect Owner/Promoter name has been recorded in owner column for area admeasuring 1230 Sq. Mtrs each and mutation entry no 97049 has been made and certified.
- (F) The Owner/Promoter Dhattrak Construwell, A Partnership Firm through its Partner Mr. Nitin Haribhau Dhattrak has purchased an area of 2460 Sq. Mtrs. from Mr. Jimmy Paramjeetsingh Rajput and Mr. Rammy Paramjeetsingh Rajput by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No 3078 Dated 04/05/2017.
- (G) The Owner/Promoter Dhattrak Construwell, A Partnership Firm through its Partner Mr. Hemant Haribhau Dhattrak has purchased an area of 2460 Sq. Mtrs from Mr. Sham Shashikant Kajale (Aadgaonkar) and Mr. Ram Shashikant Kajale (Aadgaonkar) and Laxmibai Shashikant Kajale (Aadgaonkar) by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No 2137 Dated 20/03/2018.
- (H) The Owner/Promoter Dhattrak Construwell, A Partnership Firm through its Partner Mr. Hemant Haribhau Dhattrak has purchased an area of 2460 Sq. Mtrs from Mr. Bharat Hiranand Gajria and Mr. Hiren Navin Gajria by way of sale deed which is duly registered at the office of Sub Registrar Nasik At Serial No 518 Dated 19/01/2019. To that effect purchasers name has been recorded in owner column for area admeasuring 7380 Sq. Mtrs each and mutation entry no. 106531 has been made and certified
- (I) The Owner / Promoter is the absolute owner of the above mentioned survey numbers and are well and sufficiently entitled to all that pieces and parcels of land of Survey No. 87/1/1 area admeasuring 12,300 Sq. Mtrs situated at village Nashik, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation, Nashik by way of Sale Deed as enumerated hereinbefore. (Hereinafter referred to as "THE SAID

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LAND") which is more particularly described in the **Schedule-I** hereunder written.

- (J) The Hon'ble Collector of Nashik vide his permission as mentioned below has permitted the use of the said land bearing Survey No.87/1/1 for non-agricultural purposes for area admeasuring 12,300.00 sq. Mtrs. for residential purpose through his order No. **Maha/Kaksh-3/2/RU.KA.AA./S.R./258/2018 Dated 31/08/2018;**
- (K) The said land does not come within the territory of Nashik Urban Land Agglomeration and therefore provisions of Urban Land (Ceiling & Regulation) Act, 1976, are not applicable.
- (L) The said Promoter/Developers/s have accordingly commenced a Commercial/Residential project known as "**AVADH UTOPIA**" consisting 5 Buildings in which Building No. A having One Wing, Building No. B having One Wing, Building No. C having Two Wings, Building No. D having Two Wings, and Building No. E having Three Wings, with various Shops & Flats on the said property pursuant to the plans duly sanctioned by the Nasik Municipal Corporation Vide Its Order no. **LND/BP/C1/156/2020 Dated 30/06/2020**. Further the said building plan has been revised and again it has been sanctioned by the Nasik Municipal Corporation Vide Its Order no. **LND/BP/C1/723/2021 Dated 30/12/2021**.

**AND WHEREAS** the Owner / Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

**AND WHEREAS** the Owner / Promoter is in the possession of the project land.

**AND WHEREAS** the Owner/Promoter has floated the ownership scheme on the said land under the name and style of "**AVADH UTOPIA**" and propose to construct on the said land 5 (five) buildings named Building "A", Building "B", Building "C", Building "D" and Building "E", further each building having various wings which are mentioned herein below in Table 1 very elaborately.

**Table 1**

**FROM THE ABOVE PROPOSED BELOW MENTIONED ARE APPROVED BUILDINGS – 5 (Five) Buildings – 9 (Nine) Wings.**

**Approval Commencement Certificate No. LND/BP/C1/723/2020, dated 30.12.2021**

<b>BUILDING A</b>	<b>Building A (Residential + Commercial) WING A Construction Completion Date – 30/05/2025</b>	Basement and Stilt floor for Car/Two-wheeler parking and 9 Shops on the Ground floor & 8 Shops on the Podium Floor. First Floor to Eighteen Floor consisting of 4 (Four) Flats/ Apartments on each floor as per approved plan. Total approved 72 Flats
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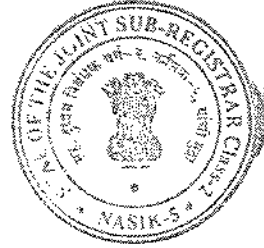
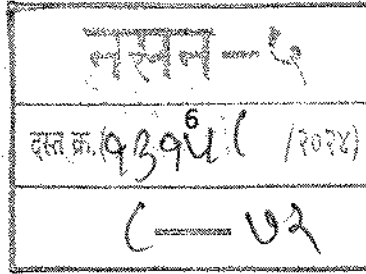
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<b>BUILDING B</b>	<b>Building B (Residential)</b> WING B  <b>Construction Completion Date – 30/05/2025</b>	Basement and Stilt Floor for Car/Two-wheeler Parking. Podium Floor for Amenities First Floor to Nineteen Floor consisting of 4 (Four) Flats/ Apartments on each floor as per approved plan. Total approved 76 Flats.
<b>BUILDING C</b>	<b>Building C (Residential)</b> WING C1 WING C2  <b>Construction Completion Date – 30/05/2025</b>	Basement and Stilt / Ground Floor for Car/Two-wheeler Parking. Podium Floor for Amenities First Floor to Eighteen Floor consisting of 4 (Four) Flats/ Apartments on Wing C1 & C2 total 8 (Eight) Flats/Apartments on each floor. Total approved 144 Flats.
<b>BUILDING D</b>	<b>Building D (Residential)</b> WING D1 WING D2  <b>Construction Completion Date – 30/05/2025</b>	Basement and Stilt/Ground Floor for Car/Two-wheeler Parking. Podium Floor for Amenities First Floor to Eighteen Floor consisting of 4 (Four) Flats /Apartments on Wing D1 & D2 total 8 (Eight) Flats/Apartments on each floor. Total approved 144 Flats.
<b>BUILDING E</b>	<b>Building E (Residential + Commercial)</b> WING E1 WING E2 WING E3  <b>Construction Completion Date – 30/05/2025</b>	Basement and Stilt Floor for Car/Two-wheeler Parking. 13 Shops on the ground floor. Hospital on First and Second Floor. Third Floor to Seventh Floor consisting of 4 (Four) Flats/ Apartments in each wing i.e. 12 Flats on each floor. Total 60 Flats approved in wing E1, E2 & E3.
<b>COMMON AREAS</b>	<b>Common Amenities</b>	<ul style="list-style-type: none"> <li>- One Club House</li> <li>- One Gymnasium</li> <li>- Garden on Ground</li> <li>- Podium</li> <li>- Play Area</li> <li>- Amphi-theatre</li> <li>- Plantation of plants.</li> <li>- Compound wall around the premises with central gate.</li> </ul>

**AND WHEREAS** the promoter has accrued the title of absolute ownership to the said property and well seized and possessed of the same.

**AND WHEREAS** the said property is free from all or any encumbrances and the title of the vendor is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment; the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.



**AND WHEREAS** the Promoter is entitled to construct buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS** the Vendor/Promoter is in possession of the project land.

**AND WHEREAS** the Promoter has commenced the construction of a building on the project land as per the approved building plan Consisting of Basement Floor, Ground/Stilt Floor as Parking, Podium Floor for amenities for residents which includes Indoor Games, Gymnasium, Yoga Hall, etc. for the total project and Club House in the open space.

**AND WHEREAS** the vendor has decided to develop the said property by constructing an ownership residential complex in the name of **AVADH UTOPIA** which consists of residential and commercial units.

**AND WHEREAS** the Purchasers/Allottees have offered to purchase an Apartment/Flat Number A-1104 on the Eleventh Floor in "A" Building, (herein after referred to as the said "Apartment") in **AVADH UTOPIA** (herein after referred to as the said "Building") being constructed on said property, by the Promoter, the said apartment is more particularly described in the second schedule written hereunder, the Purchasers/Allottees are offering to purchase with full knowledge that the promoter has obtained all the necessary approvals from Competent Authorities for construction on the said property.

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

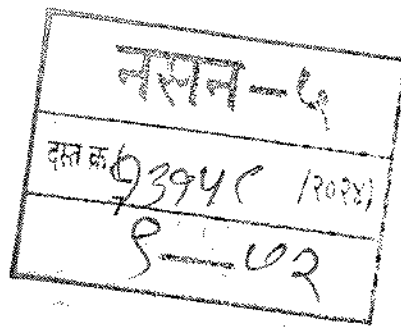
**AND WHEREAS** the Promoter has appointed a structural Engineer **Mr. Sanjay Ratnaparkhi** for the preparation of the structural design and drawings of the buildings, the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority under No. P51600026740 on 21/10/2020.

**AND WHEREAS** the Purchasers/Allottees are offering to purchase with the full knowledge that the promoter has obtained all necessary approvals from the Competent Authority for the development of the land. On demand from the Purchasers/Allottees, the Promoter has given inspection to the Purchasers/Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Nitin Kute** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the Advocate **Shri. Jayant D. Jaibhave** of the Promoter, authenticated copies of Property card or 7/12 extract or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.





**AND WHEREAS** the promoter has decided to subject the property to the provisions of Apartment Ownership Act and as such the promoter shall form the association of apartment owners by registering the declaration of apartment as per the provisions of apartment ownership act and on completion of the building and on receipt of the completion certificate from Nashik Municipal Corporation the necessary deed of apartment shall be executed in the name of the purchaser in respect of the apartment agreed to be purchased by the Purchasers/Allottees.

**AND WHEREAS** the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the building is proposed is annexed hereto.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchasers/Allottees, as sanctioned and approved by the local authority are annexed hereto.

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

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

**AND WHEREAS** the vendor/promoter has informed the purchasers that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property, TDR and the premium FSI purchased and area of road widening and FSI granted for D.P. Road widening consisting of Basement Floor and Ground Floor for parking and Podium Floor for Indoor Games, Gymnasium, Yoga Hall, and upper Eighteen Floors, the vendor /promoter intends to take all the benefits as may be made available on the said property for additional construction in view of the new DC rules applicable and as such the vendor / promoter shall be entitled to revise and amend the building plan and in such case additional construction and floors as may be sanctioned by Nashik Municipal Corporation and as such all the benefits of the said additional floors or construction shall be made available on the said property to the vendor /promoter and the vendor / promoter shall have rights to construct such additional construction as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose of the same and the purchasers gives his/her/their specific consent for the amendment and revision of the building plan. Provided always that the promoter shall take prior consent from the Purchasers/Allottees for amendment of the building plan, if the area, location and size of the apartment of the Purchasers/Allottees are adversely affected.

**AND WHEREAS** at the time of booking the Purchasers/Allottees have been informed by the promoter about the payment schedule, installments to be made as per the payment schedule agreed between the parties and other payments related terms and conditions and upon agreeing and accepting the above the

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Purchasers/Allottees have applied to the Promoter for allotment of Flat No. A-1104 on the Eleventh Floor in the "A" Building in the project "AVADH UTOPIA".

**AND WHEREAS** the carpet area of the said Apartment is 71.84 Sq. Mtrs. and usable area of Balconies + Alternate Terrace + Utility area total is 12.11 Sq. Mtrs. and total admeasuring area is 83.95 Sq. Mtrs. "Carpet Area" as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony/Verandah appurtenant to the said Apartment for exclusive use of the Purchasers/Allottees and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchasers/Allottees, but includes the area covered by the internal partition walls of the apartment. The Vendor/Promoter allotted Parking no. A-1104 been allotted to the said Apartment Premises.

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

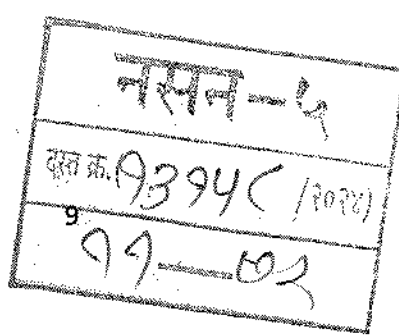
**AND WHEREAS** prior to the execution of these presents the Purchasers/Allottees have paid to the Promoter a sum of Rs. 4,80,000/- (Rs. Four Lakhs Eighty Thousand Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchasers/Allottees as an advance payment and receipt whereof the Promoter hereby admit and acknowledge, and the Purchasers/Allottees have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS** under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchasers/Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908. Notwithstanding anything stated in any other document/ allotment letter given or communicated with the Purchasers/Allottees any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which said unit is agreed to be sold to the Purchasers/Allottees.

**AND WHEREAS** the Purchasers/Allottees have independently verified the title of the said land, building plan, the specifications and amenities provided in the said building and common facilities as detailed by the promoter and the Purchasers/Allottees are satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter / vendor.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/Allottees hereby agrees to purchase the Apartment as described herein after.

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



## 1. CONSTRUCTION OF PROJECT / APARTMENT –

The Promoter has commenced the construction of project which consist of Basement Floor and Ground floor as parking, Podium Floor consisting of amenities like Indoor Games, Gymnasium, Yoga Hall and Eighteen floors as per approved building plan for residential purpose and Club House in open space for enjoyment of residents in the project and the Basement floor parking and Ground floor parking for parking of the vehicles which is in accordance with the plans, designs and specifications as approved by the concerned local authority at present and as may be made available by the Nashik Municipal Corporation by using and utilizing additional FSI as may be made available by local authority. Provided that the promoter shall have to obtain prior consent in writing of the Purchasers/Allottees in respect of variations or modifications which may adversely affect the apartment of the Purchasers/Allottees except any alteration or additions required by any Govt. Authorities or due to change in law and the promoter intends to construct and develop the project together with the infrastructure and common areas and amenities thereof in accordance with the applicable laws.

The Purchasers/Allottees confirms that all the amenities, common pathway, drive way, access, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers/allottees and users of the entire property shall be jointly used and maintained by all the purchasers of the apartments A, B, C and D and the Purchasers/Allottees waives his rights to raise any objections in this regards.

The Purchasers/Allottees further acknowledges that, the unutilized/ residual FSI including future incremental or enhancement due to change in law or otherwise in respect of the said land shall always be available to and shall always be for the benefit of the promoter and the promoter shall have the right to deal or use the FSI as it may deem fit without any objection or interference from the Purchasers/Allottees or organization. In the event of any additional FSI in respect of the total land being increased as a result of any favorable relaxation of the relevant building regulation or otherwise at anytime hereinafter the promoter alone shall be entitled to the benefit of all such additional FSI for the purpose of development or construction on the land.

## 2. CONSIDERATION, PRICE OF THE SAID APARTMENT –

2.1 The Purchasers/Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/Allottees Apartment No. A-1104 On Eleventh Floor admeasuring 71.84 Sq. Mtrs. carpet area and usable area of Balconies + Alternate Terrace + Utility area total is 12.11 Sq. Mtrs. and total admeasuring area is 83.95 Sq. Mtrs. in "A" Building hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 44,80,000/- (Rs. Forty Four Lakhs Eighty Thousand Only)** including the proportionate share in the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule written hereunder.

2.2 The Purchasers/Allottees have paid on or before execution of this agreement a sum of **Rs. 4,80,000/- (Rupees Four Lakhs Eighty**

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**Thousand Only)** as an advance payment or application (booking) fee and hereby agrees to pay to that Promoter the balance amount of **Rs. 40,00,000/- (Rupees Forty Lakhs Only)** in the following manner:-

Rs. 1,11,000/- Received by Cheque No. 000012 drawn from IDFC Bank, Nasik Branch, Dated 26/08/2024.  
 Rs. 3,69,000/- Received by Cheque No. 000013 drawn from IDFC Bank, Nasik Branch, Dated 04/10/2024.  
 Rs. 40,00,000/- The said remaining amount should be paid as per below mentioned chart.

**Rs. 44,80,000/- (Rupees Forty Four Lakhs Eighty Thousand Only)**

2.3 The Purchasers herein shall pay the aforesaid agreed consideration to the Promoter/Developer herein under terms of the deal arrived at between them in the manner as detailed hereunder:

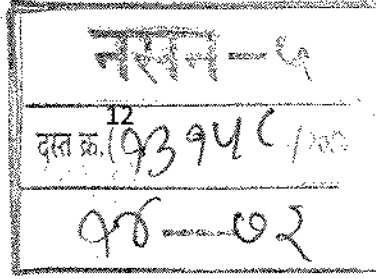
**PAYMENT SCHEDULE**

Particulars	Percentage	Amount (in Rs.)
At the time of booking	10.71%	Rs. 4,80,000/-
Immediately upon and after execution and registration of Agreement to Sell	9.29%	Rs. 4,16,000/-
After completion of Plinth or wing	5%	Rs. 2,24,000/-
After completion of 2 <sup>nd</sup> Slab	5%	Rs. 2,24,000/-
After completion of 4 <sup>th</sup> Slab	5%	Rs. 2,24,000/-
After completion of 6 <sup>th</sup> Slab	5%	Rs. 2,24,000/-
After completion of 8 <sup>th</sup> Slab	5%	Rs. 2,24,000/-
After completion of 10 <sup>th</sup> Slab	5%	Rs. 2,24,000/-
After completion of 12 <sup>th</sup> Slab	5%	Rs. 2,24,000/-
After completion of 14 <sup>th</sup> Slab	5%	Rs. 2,24,000/-
After completion of the Sanitary fittings, staircase, lift well, lobbies of the said Flat.	10%	Rs. 4,48,000/-
After completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Flat	15%	Rs. 6,72,000/-
After completion of the water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby/s, plinth protection, paving of areas appertain and all other requirement as may be prescribed in the agreement of sale in which the said Flat is located.	10%	Rs. 4,48,000/-
After Completion at the time of handing over of the possession of the Flat to the Purchasers/Allottees on or after receipt of occupancy certificate or completion certificate.	5%	Rs. 2,24,000/-

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- 2.4 The above amount of consideration includes the expenses of MSEB meter and connection, infrastructure charges and parking area charges and formation and registration of association of apartments.
- 2.5 That each purchaser of apartment shall deposit an amount **Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand Only)** towards the corpus fund for his apartment for the proportionate maintenance and the total corpus fund collected from all the apartment owners shall be deposited in the bank and the interest thereon shall be utilized towards the maintenance of the building in the name of **AVADH UTOPIA APARTMENT**. Thereafter the Purchasers/Allottees shall pay monthly/annually maintenance for maintaining the project as may be decided from time to time by the Association of apartment owners.
- 2.6 The Total Price above excludes all taxes, charges, levies, cess, etc. applicable on the transfer and sell of the flat to the Purchasers/Allottees but not limited to GST and other charges both present and future or any increase thereof as may be applicable from time to time. Such amount shall be separately charged and recovered from the Purchasers/Allottees. The Purchasers/Allottees shall also be liable to be charged interest/penalty/loss incurred by the promoter on account of the Purchasers/Allottees's failure and / or delay to pay such taxes, levies, cess, statutory charges, etc.
- 2.7 The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/Allottees for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order /rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchasers/Allottees, which shall only be applicable on subsequent payments. The Promoter may charge the Purchasers/Allottees separately for any upgradation/changes specifically requested or approved by the Purchasers/Allottees in fittings, fixtures and specification and any other facility which have been done on the Purchasers/Allottees's request.
- 2.8 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchasers/Allottees by discounting such early payments as the Promoter and Purchasers/Allottees may decide for the period by which the respective installment has been preponed.
- 2.9 The Promoter shall confirm the final carpet area before giving possession of the flat that has been allotted to the Purchasers/Allottees 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 Purchasers/Allottees before giving the possession to the purchaser. If there is any increase in the carpet area allotted to Purchasers/Allottees, the Promoter shall demand additional amount from the Purchasers/Allottees 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 this Agreement.

**3. MODE OF PAYMENT –**

Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Purchasers/Allottees 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 payment( as applicable) in favor of “**DHATRAK CONSTRUWELL AVADH UTOPIA MASTER**” payable at Nashik and agree/s to deposit all above mentioned payment in the bank i.e. **HDFC Bank Ltd., Sharanpur Road Branch Escrow Account No. 50200049803364 IFSC Code – HDFC0001246, MICR code 422240005, Branch Name: Babubhai House, Near Kulkarni Garden, Sharanpur Road, Nashik. Branch Code – 1246.**

**4. ADJUSTMENT/ APPROPRIATION OF PAYMENT –**

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

**5. INTEREST ON UNPAID DUE AMOUNT –**

Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Purchasers/Allottees shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Purchasers/Allottees to the promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest expenses thereof shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condemnation of delay by the promoter. The amount of interest may be informed to the Purchasers/Allottees from time to time or on completion of the said project /apartment, and the Purchasers/Allottees has agreed to pay the same as and when demanded before the possession of the said apartment.

**6. OBSERVATIONS 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 Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter shall before handing over possession of the Apartment to the Purchasers/Allottees, obtain from the concerned local



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authority occupancy and/or completion certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein, the purchaser shall not claim possession of the said premises until the completion certificate is received from the local authority and the purchasers have paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/ deposit, payable under this agreement to the promoters.

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

Time is essence for the Promoter as well as the Purchasers/Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchasers/Allottees and common areas to association of the Purchasers/Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchasers/Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan").

**7. DISCLOSURE AS TO FLOOR SPACE INDEX -**

The Promoter hereby declares that the area of the original land was 12,300 Sq. Mtrs. and the net plot area available for building plan is 10,210.64 Sq. Mtrs. after deducting the open space of 1,134.52 Sq. Mtrs. D.P. Road area 954.84 Sq. mtrs. and the basic FSI available is 1:1.1 and after using and utilizing the TDR of \_\_\_\_\_ Sq. Mtrs. and the premium FSI of \_\_\_\_\_ Sq. Mtrs. the total FSI available as per approved building plan is 16074.55 Sq. Mtrs. out of which the vendor intends to consume total FSI of 16074.55 Sq. Mtrs. for the construction on the project as per the Development Control Regulation.

**8. DISCLOSURE OF MARKETABLE TITLE-**

The promoter has made full and true disclosure of the title of the said land as well as encumbrance, if any, known to the promoter in the title report of the advocate. The promoter has also disclosed to the Purchasers/Allottees/ nature of its right, title and interest or right to construct building/s and also give inspection of all documents to the Purchasers/Allottees, as required by the law. The Purchasers/Allottees having acquainted himself / herself / themselves with all facts and right of the promoter and after satisfaction of the same has entered into this agreement.

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**9. SPECIFICATIONS AND AMENITIES –**

The specifications and amenities of the apartment to be provided by the promoter in the said project and the said apartment are those that are set out in Schedule hereto. Common amenities for the project on the said land are stated in the schedule annexed hereto. In the project multi storied high rise building/wings are under construction and considering to maintain the stability of the building and internal structures, herein specifically informed by its consultants not to allow any internal changes.

**10. TIME ESSENCE –**

If the Promoter fails to abide by the time schedule for completing the project and handing over the flat to the Purchasers/Allottees, the Promoter agrees to pay to the Purchasers/Allottees, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchasers/Allottees, for every month of delay, till the handing over of the possession. The Purchasers/Allottees agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchasers/Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers/Allottees(s) to the Promoter.

**11. TERMINATION OF AGREEMENT –**

Without prejudice to the right of Promoters to charge interest in terms of sub clause above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days of the termination, the installments of the sale consideration of the apartment which may till then have been paid by the Purchasers/Allottees to the promoter. That on such cancellation, the agreement for the apartment shall stand immediately cancel and the Purchasers/Allottees shall have no right whatsoever with respect to the said apartment. On cancellation of the agreement, the promoter shall deduct the following amounts as liquidated damages from the amount to be refunded to the Purchasers/Allottees-



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1. Booking amount subject to maximum of 10% of sale consideration.
2. All amounts paid or payable as brokerage fee to any real estate agent.
3. Administrative charges.

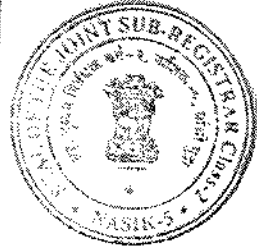
## 12. POSSESSION OF APARTMENT-

The Promoter shall give possession of the Apartment to the Purchasers/Allottees on or before 30-05-2025. If the Promoter fails or neglects to give possession of the Apartment to the Purchasers/Allottees on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchasers/Allottees the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of -

- i. Non-availability of sand, steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the Flat Purchasers.
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.
- ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the project/ flat/ premises/road etc. or completion certificate from any appropriate authority.
- xi. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

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If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event if it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchasers/Allottees the entire amount received by the Promoters from the purchaser at the earliest without any interest. On refund of the money paid by the Purchasers/Allottees, Purchasers/Allottees agrees that he/she/they shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

### 13. PROCEDURE FOR TAKING POSSESSION -

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers/Allottees as per the agreement shall offer in writing the possession of the Apartment, to the Purchasers/Allottees in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchasers/Allottees. The Promoter agrees and undertakes to indemnify the Purchasers/Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/Allottees agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers/Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers/Allottees in writing after receiving the occupancy certificate of the Project.

14. The Purchasers/Allottees shall take possession of the Apartment within 15 days of the written notice from the promoter to the Purchasers/Allottees intimating that the said Apartments are ready for use and occupancy:

14.1 Failure of Purchasers/Allottees to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 13, the Purchasers/Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Purchasers/Allottees. In case the Purchasers/Allottees fails to take possession within the time provided in clause 13 such Purchasers/Allottees shall continue to be liable to pay maintenance charges as applicable.

14.2 If within a period of five years from the date of handing over the Apartment to the Purchasers/Allottees, the Purchasers/Allottees brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is 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 Purchasers/Allottees shall be entitled to receive from the

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Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Purchasers/Allottees shall not carry out any alterations of the whatsoever nature in the said apartment or phase/ wing and in specific the structure of the said unit or the said building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the Purchasers/Allottees shall not make any alterations in any of the fittings, pipe lines, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may damage waterproofing and result in seepage of the water. If any of the works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the structural defect.

That it shall be the responsibility of the Purchasers/Allottees to maintain his 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 grout / epoxy to prevent water seepage.

That the Purchasers/Allottees have been made aware and that the Purchasers/Allottees expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variations in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchasers/Allottees, 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 used in the structures and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

**15.** The Purchasers/Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

**16. FORMATION OF APARTMENT –**

The Purchasers/Allottees along with other Purchasers/Allottees(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment Owners and for becoming a member, including the by-laws of the proposed association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchasers/Allottees, so as to enable the Promoter to register the common organization of Purchasers/Allottees. No objection shall be taken by the Purchasers/Allottees if any, changes or modifications are made in the draft by-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

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#### 16.1 TRANSFER OF TITLE -

The Promoter shall, within a reasonable period from the registration of the Association and completion certificate from Nashik Municipal Corporation to be transferred to the association all the right, title and the interest of the Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated, provided that all the flat purchasers have paid their respective amount of consideration to the vendor and the said transfer shall be by way of deed of apartment of the individual apartment to the Purchasers/Allottees.

16.2 Within 15 days after notice in writing is given by the Promoter to the Purchasers/Allottees that the Apartment is ready for use and occupancy, the Purchasers/Allottees shall be liable to bear and pay the proportionate share of outgoing 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 is formed and all the apartment is transferred in the name of the individual purchaser by way of deed of apartment.

17. That on completion of the project and on formation of association the association shall be liable for the fire audit from time to time from the concerned authorities, insurance of the building, the inspection of lifts from PWD department, maintenance of Lift and Fire equipments and the association shall be liable for the annual maintenance contract of the lift, fire and general maintenance of the building.

#### 18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER -

The Promoter hereby represents and warrants to the Purchasers/Allottees as follows:

- i. The Promoter has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. 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;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due 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

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laws in relation to the Project, project land, Building/wing and common areas;

- vi. 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 Purchasers/Allottees created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchasers/Allottees under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchasers/Allottees in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers/Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers/Allottees;
- x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and or no minor has any right, title and claim over the Schedule Property.
- xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupation certificate is received and thereafter by the association or the purchasers.
- xii. 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.

19. It is further agreed by and between the parties that the Promoters shall not be liable to pay the adhoc maintenance charges for the unsold premises till final conveyance of the said unsold premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation or compensation or costs in any form. Neither the Purchasers herein, nor the Organization shall object to or dispute to any such transaction dealing with the unsold units. The promoters upon intimating to the Organization the name or

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names of the Purchasers or acquirer/s of such unsold flats and amenities, the Organization shall forthwith accept and admit such Purchasers and acquirer/s as the Flat Purchasers and shareholder/s and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

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

- i. To maintain the Apartment at the Purchasers/Allottees' own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lift, etc. or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchasers/Allottees in this behalf, the Purchasers/Allottees shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/Allottees and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers/Allottees committing any act in contravention of the above provision, the Purchasers/Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated



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- and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the association of apartment owners.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
  - vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
  - vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
  - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchasers/Allottees for any purposes other than for purpose for which it is sold.
  - ix. The Purchasers/Allottees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchasers/Allottees to the Promoter under this Agreement are fully paid up.
  - x. The Purchasers/Allottees shall observe and perform all the rules and regulations which the association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers/Allottees shall also observe and perform all the stipulations and conditions laid down by the association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of association, the Purchasers/Allottees 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 buildings or any part thereof to view and examine the state and condition thereof.
  - xii. Not to make any changes in elevation such as enclosures in terraces, balconies, dry balconies, addition of grills, etc. and installations of dish antennas without the permission of the vendor.
  - xiii. Not to change the windows, window grills, railings of the said flat.
  - xiv. The Purchasers/Allottees or any owner or occupier of the tenements in the building shall not be entitled to disturb the homogeneity of the building or to erect any outer expansion by any manner and to install or to erect any type of permanent or temporary structure on the terrace or to store soil or heavy things on terrace. The Purchasers/Allottees also shall not obstruct by

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act and/ or omission any outlet of drain or rain water or sewerage in any manner.

**21. SEPARATE ACCOUNT FOR SUMS RECEIVED -**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers/Allottees as advance or deposit, received on account of the corpus fund and shall be transferred in the account of the association of apartment owners as and when formed.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Purchasers/Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, common amenities for residents on stilt floor, lifts, entrance lobbies, club house, garden will remain the property of the Promoter until the said structure of the building is transferred to the association and until the project land is transferred to the association as hereinbefore mentioned.

**23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE -**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers/Allottees who has taken or agreed to take such Apartment.

**24. BINDING EFFECT -**

Forwarding this Agreement to the Purchasers/Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers/Allottees until, firstly, the Purchasers/Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers/Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchasers/Allottees(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers/Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchasers/Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers/Allottees, application of the Purchasers/Allottees shall be treated as cancelled and all sums deposited by the Purchasers/Allottees in connection therewith including the booking amount shall be returned to the Purchasers/Allottees without any interest or compensation whatsoever.

**25. ENTIRE AGREEMENT -**

This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and



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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 apartment /building, as the case may be.

**26. RIGHT TO AMEND -**

This Agreement may only be amended through written consent of the Parties.

**27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS / ALLOTTEES / SUBSEQUENT PURCHASERS / ALLOTTEES -**

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 Project shall equally be applicable to and enforceable against any subsequent Purchasers/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**28. SEVERABILITY -**

If any provision of this Agreement shall be determined to be void 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 the 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.

29. As mentioned above even though the area of the total land as per the 7/12 extract is 12,300 Sq. Mtrs. the net plot area is 10,210.64 Sq. Mtrs. as per the approved building plan and therefore the percentage of ownership and voting for each flat owner shall be in proportion to 10,210.64 Sq. Mtrs. and all the apartment owners shall have common right on the open space admeasuring 1134.52 Sq. Mtrs. and the remaining area admeasuring 954.84 Sq. Mtrs. is subjected to D.P. road area and as such said D.P. road area vests with Nashik Municipal Corporation.

**30. FURTHER ASSURANCES -**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**31. PLACE OF EXECUTION -**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some

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other place, which may be mutually agreed between the Promoter and the Purchasers/Allottees, in Nashik. After the Agreement is duly executed by the Purchasers/Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK.

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

### 33. NOTICES /COMMUNICATIONS-

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

### 34. JOINT PURCHASERS/ALLOTTEESS -

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

### 35. STAMP DUTY AND REGISTRATION -

The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter.

### 36. DISPUTE RESOLUTION -

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

### 37. GOVERNING LAW -

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

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38. The Promoter has informed the Purchasers/Allottees and the Purchasers/Allottees are aware that the purchase of the said apartment shall be subject to all the following conditions: -

- The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- The car parking area shall not be enclosed under any circumstances.

**FIRST SCHEDULE OF THE SAID PROPERTY**

**Description of the Said Land**

All those pieces and parcels of land bearing Survey No. 87/1/1 area admeasuring 12,300 Square Meters situate at Village Nashik, Taluka & District Nashik and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and bounded as under: -

On or towards the East	: 12.00 Mtrs. D. P. Road
On or towards the West	: 9.00 Mtrs. Colony Road
On or towards the North	: Survey No. 85
On or towards the South	: Survey No. 87/2

**SECOND SCHEDULE THE PROPERTY AGREED TO BE TRANSFERRED**

Description of the said Flat/Apartment

**ALL THAT** piece and parcel of the constructed Flat No. A-1104 admeasuring **71.84 Sq. Mtrs. Carpet Area** usable area of Balconies + Alternate Terrace + Utility area total is **12.11 Sq. Mtrs.** and total admeasuring area is **83.95 Sq. Mtrs.** on **Eleventh Floor** out of Building no. "A" from and out of as "**AVADH UTOPIA**", duly constructed on the land property more particularly described in the Schedule-I written hereinabove with design and specifications and bounded as follows:

East	: Side Margin
West	: Flat No. A-1103
North	: Side Margin
South	: Flat No. A-1101

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रतत क्र. (१३१५५ (१३०२५))
२८-०२



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

- Flooring - Good quality vitrified tiles for entire apartment.
- All internal walls are finished with gypsum plaster.
- Entire apartment will have 2 coats painting.
- Door shutters are of pre-pressed, pre-tested company made flush door and door frames of plywood with laminate.
- Granite/Vitrified slab for window sill.
- All windows of aluminum section.
- All internal doors will have latches.
- Granite/Vitrified slab /quartz top for kitchen platform with sink.
- Upto 7' height tile dado above kitchen platform.
- Electrical & plumbing points for washing machine and geyser.
- 3' height tile dado will be provided in washing place.
- Upto 7' height tile dado in toilet.
- All toilets are equipped with mixer and diverter with overhead shower.
- All fittings will be CP finished.
- Electrification in ISI marked wires with branded switches.
- One electrical power point in kitchen and toilet.
- Space for Parking.
- Two elevators per wing.

### **COMMON AREAS AND FACILITIES**

#### COMMON AREAS:

- The land, footings, RCC structures and main walls of the buildings
- Staircase columns and lifts in the building/s
- Common drainage, water, electrical lines, power backup
- Common ground water storage tank and overhead tank
- Electrical meters, wiring connected to common lights, lifts, pumps.
- Top Terrace
- Garden, Club House in open space and other amenities for residents provided on stilt floor of both the buildings.
- Lifts and Firefighting equipments.

#### LIMITED COMMON AREAS AND FACILITIES:

- Partition walls between the two units shall be limited common property of the said two units.
- Other exclusive and limited common area and facilities as mentioned in the agreement.
- All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.

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28-02



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED  
HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED  
HEREINABOVE.**

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
**DHATRAK CONSTRUWELL**  
A Partnership Firm through its  
PARTNER MR. NITIN HARIBHAU DHATRAK



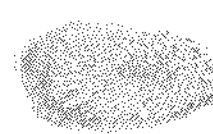
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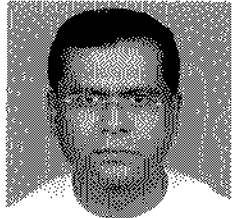
[VENDOR/PROMOTER]

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED "PURCHASERS"

1. MR. RAJESH SAH



*Rajesh Sah*



2. MS. SARITA KUMARI  
(Before Marriage) Alias  
MRS. SARITA RAJESH SAH  
(After Marriage)



*Sarita Kumari*

[PURCHASERS]



Witness: -

1. *[Signature]*

2. *[Signature]*





नसल-६

दस्ता क्र. (9394C / 2020)

९९-६२



महाराष्ट्र शासन  
गांधी नगरी भाग  
अधिकार अभिलेख पत्रक



[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधेतील ठेवणे ) नियम, १९७१ यातील नियम २१,६ आणि ७ ]

गाव :- नाशिक शहर - १ तालुका :- नाशिक जिल्हा :- नाशिक शेवटचा फेरफार क्रमांक : 109169 व दिनांक : 07/07/2021  
प्रस्तावित क्रमांक व उपविभाग : ४७/१/१

शुद्धीकरण क्रमांक व उपविभाग ४७/१/१		शुद्धीकरण पत्रकीत होत असलेल्या वामे - १		मौजबंद्याद्वारे जात			
वेतनाचे स्थानिक जात :-		शेज	आकर	पोटा	केसा	बाकी क्रमांक	
शेज पत्रक	हे.आर.पी.जी.	[ -अनंत भोसलेकर/भोसलेकर ]			(106531)	[23943], [41049], [43089], 41051, [44083]	
जिरादर	1.18.00	[ -अनंत भोसलेकर/भोसलेकर ]			(106531)	41083	
बागायत	-	[ -अनंत भोसलेकर/भोसलेकर ]			(106531)	बागायत जात	
तरी	-	[ -सामाईक शेज ]				शेज अधिकार	
सरकार	-	[ -अनंत भोसलेकर/भोसलेकर ]				[ -कृ.सं. (107401) ]	
दुतरे	-	[ -अनंत भोसलेकर/भोसलेकर ]			(106531)	[ -कृ.सं. 233/201६ अन्वयेद्वारे शेज ०.०६ अकर ]	
एकूण शेज	1.18.00	[ -अनंत भोसलेकर/भोसलेकर ]				[ -कृ.सं. (107401) ]	
पीट-घराब (जागवडीत अन्वयेत)	-	[ -अनंत भोसलेकर/भोसलेकर ]			(106531)	शेजा	
वर्ग (अ)	0.05.00	घाबक कर्मचारीत भागीदारी करणा	1.18.00	4.30	0.05.00	(106531)	प्रमाणे घाबक कर्मचारीत भागीदारी करणा तसे
वर्ग (ब)	-	तसे भागीदार	-	-	-	-	भागीदार बाकी हाउसिंग देवदासपुत्र फायदा-स
एकूण पोटा	0.05.00						संपादन लिमिटेड शाखा - पंचवीसपल्ली
जागवडी	4.30						पंचवीसपल्ली लिमिटेड, नाशिक बांधकाम
मुळी किंवा विशेष अधिकारी	-	[ -अनंत भोसलेकर/भोसलेकर ]			(106531)		संयोजक रुपये 21,50,00,00,00 करी घेवून महागवडीत
		[ -अनंत भोसलेकर/भोसलेकर ]			(106531)		करण दिले. (109169)

जेने फेरफार क्र. (84091),(12378),(19274),(20313),(20359),(20368),(23748),(40348),(71742),(71769),(97049),(98145),(103319),(106381),(106468)

गांधी नगरी भाग  
पिनको नोंदवही

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधेतील ठेवणे ) नियम, १९७१ यातील नियम २६ ]

गाव :- नाशिक शहर - १ तालुका :- नाशिक जिल्हा :- नाशिक शेवटचा फेरफार क्रमांक : 109169 व दिनांक : 07/07/2021  
प्रस्तावित क्रमांक व उपविभाग : ४७/१/१

वर्ग	इमान	पिकाबाबत शेजाचा तपखोब						शेजाबाबत उपपत्रक नसलेली जमीन		जल सिंचनाचे साधन	शेज			
		मिळ पिकाबाबत शेज		घटक पिक व अल्पकाळीन शेज				मिळ पिकाबाबत शेज						
		मिळपत्रक क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे जात	जल सिंचित	अजल सिंचित	पिकाचे जात	जल सिंचित			अजल सिंचित		
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)
		हे.आर.पी.जी.	हे.आर.पी.जी.			हे.आर.पी.जी.	हे.आर.पी.जी.			हे.आर.पी.जी.	हे.आर.पी.जी.	हे.आर.पी.जी.		
2019-20	घराब										विहीरपट्ट	0.0800	विहीर 2	
											वाहिल	1.1000		

"शासकीय कार्यासाठी सिव्हेलक प्रत."  
दिनांक :- 12/07/2021  
सांकेतिक क्रमांक :- 2720001142811000017202111242

नाशिक न्यायिक  
गांधी नगरी भाग  
शेवटचा फेरफार क्रमांक :- १०९ - १६९ व दिनांक :- ०७/०७/२०२१



गांधी नगरी भाग  
शेवटचा फेरफार क्रमांक :- १०९ - १६९ व दिनांक :- ०७/०७/२०२१

महाराष्ट्र शासन (सिव्हेलक व अन्वया मुस्तका)  
गाव :- नाशिक तालुका नाशिक  
दिनांक :- 3 SEP 2020

एकरीकृत जमीन महसूल  
वर्ष २०१९/२० - ५२०४५०  
२०२०/२१ - ५२०४५०

एकरीकृत जमीन महसूल  
वर्ष २०१९/२० - ५२०४५०  
२०२०/२१ - ५२०४५०

(अधारी) अन्वये

०७/११/२०

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नाशिक न्यायिक  
गांधी नगरी भाग  
शेवटचा फेरफार क्रमांक :- १०९ - १६९ व दिनांक :- ०७/०७/२०२१



नसम-६
प्लॉट नं. (9394) / 2020
32-02

## Maharashtra Real Estate Regulatory Authority



### REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51600026740**

Project: **AVADH UTOPIA**, Plot Bearing / CTS / Survey / Final Plot No.: **S.NO.87/1/1** at **Nashik, Nashik, Nashik, 422003**;

- Dhatrak Construwell** having its registered office / principal place of business at *Tehsil: Nashik, District: Nashik, Pin: 422013*.
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **21/10/2020** and ending with **30/05/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premnand Prabhu  
(Secretary, MahaRERA)  
Date:21-10-2020 14:37:18

Dated: 21/10/2020  
Place: Mumbai

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





<b>NASHIK MUNICIPAL CORPORATION</b>	
श्री.क. (9394) (1/2021)	
<b>93- SANCTION OF BUILDING PERMISSION AND COMMENCEMENT CERTIFICATE</b>	

NO: LND/BP/ C1/723/2021  
DATE :- 30/12/2021

**TO, Dhattrak Construwell Partnership Firm Through Partner Mr. Hemant H. Dhattrak & Others.**

**C/o. Architect Nitin J. Kute & Stru.Engg. Sanjay Ratnaparkhi Of Nashik.**

**Sub -:** Sanction of Building Permission & Commencement Certificate on Plot No. --- of S.No./G. No. 87/1/1, of Nashik Shiwar Nashik.

**Ref -:** 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan/ Dated:- 23/03/2021 Inward No. C1/BP/782,  
2) Previously Approved Building permission No. LND/BP/C1/156/2020, Dt. 30/06/2020

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

### CONDITIONS (1 to 67)

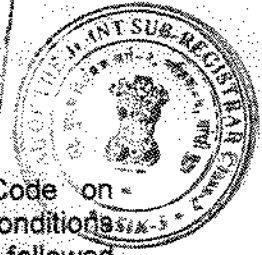
- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street.
- 2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission under sec. 263 of the Maharashtra Municipal Corporation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

- नमन-६
- JOINT SUB-REGISTRY  
MUMBAI
- 10) Proper arrangement for disposal of rain water all be made as per site requirements without disturbance natural gradient of the land facing to this conditions if any incident happens the whole responsibility will be on the applicant /developers
  - 11) The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith. 30-02
  - 12) Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
  - 13) Stacking of building material debris on public road is strictly prohibited. If building material of debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.
  - 14) All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and The Maharashtra Municipal Corporation Act.
  - 15) Applicant should make necessary arrangement of water for construction purpose as per undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site."
  - 16) There is no objection to obtain electricity connection for construction purpose from M.S.E.B.
  - 17) Septic tank & soak pit shall be constructed as per the guidelines of sewerage department of N.M.C. & NOC shall be produced before occupation certificate.
  - 18) Wherever necessary Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.
  - 19) Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost.
  - 20) While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government GRs.
  - 21) As per order of Urban Development of Government of Maharashtra, vide TPS2417/487/ pra.kra.217/2017/UD-9Dated-7/8/2015 for all building following condition shall apply.
    - A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.
      - a) Name and Address of the owner/developer, Architect/Engineer and Contractor.
      - b) Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries
      - c) Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.
      - d) F.S.I. permitted.
      - e) Number of Residential/Commercial flats with their areas.
      - f) Address where copies of detailed approved plans shall be available for inspection.
    - B) A notice in the form of an advertisement, giving all the details mentioned in 22A above, shall also be published in two widely circulated newspapers one of which should be in regional language. Failure to comply with condition 22 (A) action shall be taken by NMC.
  - 22) This permission is given on the basis of conditions mentioned in Hon. Labour Commissioner letter No. vide letter No. Nahapra-112010/pr.No.212/kam-2 Date: 30/12/2010 From Ministry of Labour Dept. & the Conditions mentioned should be strictly observed.
  - 23) Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.
  - 24) Wherever necessary Fanning shall be made and maintained as per the provisions of UDCPR on site.
  - 25) Provision of rain water harvesting shall be made at site as per Clause no 13.3 of UDCPR.
  - 26) Buildings shall be planned, designed and constructed to ensure fire safety and this shall be done in accordance with Part IV of Fire Protection of National Building Code of India and Maharashtra Fire Prevention and Life Safety Measures Act, 2006, In case of buildings identified in Regulation no.6.2.6.1., the building schemes shall also be cleared by the Fire Officer, Fire Brigade Authority.



C.C.For. Plot No. --- of S.No./G. No. 87/1/1, of Nashik Shiwar Nashik.

747-6  
24-10-2020



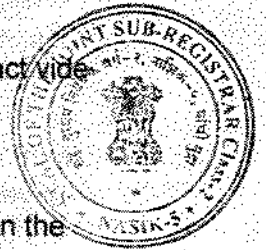
- 27) The Building Permission is granted on the Strength of LABOUR Code on occupational Safety, Health and working Conditions, 2018 Therefore all the Conditions mentioned therein are applicable to this Commencement and shall be followed strictly. Nashik Municipal Corporation shall be not be responsible for breach of any Conditions mentioned therein.
- 28) As per circular No for any TPV-4308/4102/Pra.kra.359/08/navi-11, Date-19/11/2008 for any arithmetical discrepancies in area statement the applicant/Architects & Developers will be commonly responsible.
- 29) If any discrepancies occurs/found in paid charges the applicant shall be liable to pay for the same.
- 30) Temporary drainage connection shall be taken before start of work by taking permission from Public Health Department (Drainage)
- 31) All safety measures & precaution shall be taken on site during construction with necessary signage/display board on site.
- 32) As per solid waste management Rule - 2016 segregation of dry & wet waste is compulsory & Construction site should be covered with Green Net/Shed Net & in addition, necessary precautions should be taken to reduce air pollution.
- 33) To Follow the Duties and Responsibilities as per Provisions in Appendix C of UDCPR Is mandatory to Engineer/Structural Engineer/Supervisor/Town Planner/Licensing/Site Engineer/Geotechnical Engineer./Owner/Developer
- 34) This permission is given the basis of N.A. order No.- 258/2018 Dt.- 31/08/2018 submitted with the application

#### Charges Recovery

- 35) Rs. 47,88,230/- is paid for development charges w.r.to the proposed Construction Vide R.No./B.No. 36/741 Dt. 15/06/2020.
- 36) As per the order of Hon. Commissioner bearing No. Nanivi/vashi/20/2021 Dated 12/07/2021, applicant has requested to get benefit of installment for development charges, Amount of Total Development Charges is Rs. 1,17,86,600/- Ist installment of Rs. 47,88,230/- Paid vide/R.no. 36/741 Dated:- 15/06/2020 which is 25% of total development charges IInd installment Rs. 41,25,310/-, which is 35% of total development charges & applicable interest rate of 8.5% per annum should be paid within two years & IIIrd installment of Rs. 28,73,060/- which is 40% of total development charges & applicable interest rate of 8.5% per annum should be paid at the time of occupancy certificate or four year from the date of c.c. whichever is earlier. If applicant fails to pay IInd & IIIrd installments within specified time, then recovery of the installment at the rate of 18% per annum as per section 124 E(3) of M.R.T.P. Act is applicable.
- 37) Rs. 10,72,120/- is paid for development charges w.r.to the proposed land development Vide R.No./B.No. 26/739 Dt. 15/06/2020.
- 38) Drainage Connection Charges Rs. 2,73,000/- + 2,04,000/- is paid vide R.No./B.No. 72/8150 & 00089/482 Dt. 15/06/2020 & 24/12/2021.
- 39) Welfare Cess charges Rs. 35,36,410/- is paid Vide R.No./B.No. - 72/8150 Date : 15/06/2020.
- 40) As per the order of Hon. Commissioner bearing No. Nanivi/vashi/20/2021 Dated 12/07/2021, applicant has requested to get benefit of installment for Welfare Cess, Amount of Total Welfare Cess Charges is Rs.98,17,720/- Ist installment of Rs. 35,36,410/- Paid vide/R.no. 72/8150 Dated:- 15/06/2020 which is 25% of total Welfare Cess charges IInd installment Rs. 24,54,430/-, which is 25% of total Welfare Cess charges & applicable interest rate of 8.5% per annum should be paid within two years & IIIrd installment of Rs. 24,54,430/- which is 25% of total Welfare Cess charges & IV th installment of Rs. 13,72,450/- which is 25% of total Welfare Cess charges applicable interest rate of 8.5% per annum should be paid at the time of occupancy certificate or four year from the date of c.c. whichever is earlier. If applicant fails to pay IInd & IIIrd & VIth installments within specified time, then recovery of the installment at the rate of 18% per annum as per section 124 E(3) of M.R.T.P. Act is applicable.

C.C.For. Plot No. --- of S.No./G. No. 87/1/1, of Nashik Shiwar Nashik.

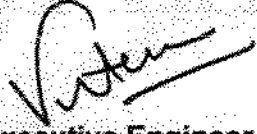
- 41) Rs. 51,060/- vide R.No./B.No. 63/3020 Dt. 15/06/2020 against Tree plantation deposit.
  - 42) As per Govt. directives 50% Charges for "Premium Rs. 1,53,90,375/- out of this 20% Each Rs. 3078100/- paid FSI" is paid vide R.No./B.No. 000080/481 Dt. 24/12/2021.
  - 43) As per Govt. directives 50% "Ancillary Premium Paid FSI" Rs. 1,08,06,820/- out of this 20% Each Rs. 2161400/- is vide R.No./B.No. 000080/481 Dt. 24/12/2021.  
Remaining amount shall be paid within period or prior to completion with 8.5% Interest per year UDCPR Clause No. 2.2.14.
  - 44) This permission is given on the basis of conditions mentioned in notification of ministry of environment, forest & climate change, New Delhi by vide No.G.S.R 317 (E) Dt:29/03/2016 & the conditions mentioned therein are applicable to this Commencement & shall be following strictly. This permission is given on the strength of affidavit submitted with the Proposed and C & D waste deposit Rs. 12,57,650/- is paid vide R.No./B.No. 000089/482 Date : 24/12/2021.
- Additional Conditions**
- 45) Total TDR Loaded 3230.00 Sq.mt. which is utilised from DRC No: 1001 Dt:03/12/2021 vide formula  $3230 \times 14300 / 14400 = 3207.57$  Sq.mt. TDR area utilized from the same.
  - 46) This permission is given on the strength of provisional fire NOC from CFO, N.M.C. vide letter No: NMC/FIRE/WS/III/Mixed-02/2020, Dt: 26/05/2020 & revised NOC before plinth completion & conditions their in strictly followed.
  - 47) Building shall be planned designed and constructed to ensure fire safety and this shall be done in accordance with part IV fire protection of National Building Code of India. Final NOC of CFO to be obtained before occupancy certificate & conditions mentioned in it should be strictly observed.
  - 48) Commercial N.A. order & N.A. Tax receipt shall be produced before occupancy certificate.
  - 49) CCTV Arrangements shall be done for commercial Building before Occupancy Certificate.
  - 50) Previously approved building permission vide C.C No: LND/BP/C1/156/2020 Dt. 30/06/2020 is hereby as cancelled.
  - 51) This permission is given as per the Government directives u/s 154 of MRTP act vide GR. No. TPS - 1820/anau.27/P.No. 8020/ud13 Date: 14/01/2021
    - a) Affidavit regarding above submitted by applicant vide Date 24/12/2021 (1/3020)
    - b) The stamp duty concession shall be continued till entire sell of tenements.
    - c) The Applicant/Developer shall publish the list of beneficiary consumers online on the requisite website.
    - d) The applicant shall submit list of beneficiary consumers in detail along with beneficiary consumer certificate.
    - e) Copy of this Commencement Certificate is submitted to stamp Registration office.
  - 52) D.P. Road & Colony Road in the name of NMC should be produced before Occupancy Certificate
  - 53) NMC Tax for Vacant plot shall be paid before Completion.
  - 54) This permission is given on the strength of approval from Hon. Commissioner NMC Order No. 857/2021, Dt. 20/12/2021, provision for electric vehicle charging Station/point to be provided parking area.
  - 55) This permission is given on the strength of approval from Hon. Commissioner NMC Dt. 18/06/2021
  - 56) Provision of Grey water Recycle reuse & Wet solid waste management shall be made as per Provision UDCPR.
  - 57) Arrangement of solar assisted water heating system shall be made as per provision UDCPR
  - 58) Parking area should be paved & kept open for parking purpose only.
  - 59) Part of amenity constructed built up area is shown as per UDCPR
  - 60) This permission is given on the basis of affidavit given by applicant Dt. 15/06/2020 regarding declaration that amenity space.
  - 61) Inclusive housing 20% area should be handed over to MHADA the copy of commencement certificate shall be immediately intimated to MHADA and letter of acceptance or refusal shall be produced. If MHADA refuse to take the 20% area tenements then 20% free EWS/LIG tenements should be taken in FSI and the plans get revised accordingly.





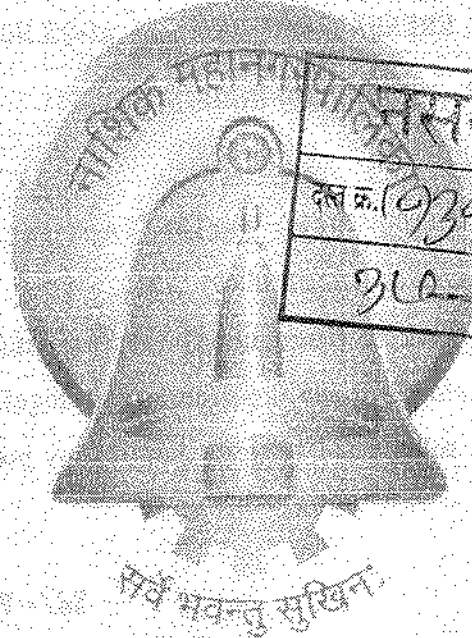
C.C.For. Plot No. --- of S.No./G. No. 87/1/1, of Nashik Shiwar Nashik.

- 62) BandhPatra/Affidavit regarding construction development charges & Welfare Cess Charges submitted by applicant vide Date 24/12/2021.
- 63) Provision for mechanical light & ventilation should be made wherever required.
- 64) Provision of facilities for differently abled persons, as per UDCPR should be made.
- 65) Establishing STP & Recycling plant for waste water system should be installed.
- 66) Structural Stability Certificate showing safe against natural disaster, earthquake etc.
- 67) Environment clearance certificate is obtained vide order no. SIAMH/MIS/167493/2020, Dt. 24/02/2021, revised NOC may be obtained if required.

  
Executive Engineer

Town Planning Department  
Nashik Municipal Corporation, Nashik.

No. LND / BP / C1/723/2021  
Nashik, Dt. 30/12/2021  
Copy to : Divisional Officer  
(C.C.Type)



शहर-६
दस्तावेज क्र. (१३१५) (१२०२१)
३६-७२



नसन-६

दस्ता क्र. 19394 (17022)



No 4410/12  
TRUE COPY

Mr  
Marriage Officer, Ranchi

17.8.12

## THE FOURTH SCHEDULE

(See Section 13)

### CERTIFICATE OF MARRIAGE

I, VAIBHAV MANI TRIPATHI, Marriage Officer, Ranchi hereby certify that on this the 17<sup>th</sup> day of AUGUST 2012, Mr. RAJESH SAH, S/O-LATE KHENHAR SAH, Resident of-QR.NO-1727, P.S-JAGARNATHPUR, P.O-DHURWA, District-RANCHI, (JHARKHAND) INDIA.

AND

Miss. SARITA KUMARI, D/o-SHRI HARI PRASAD, Resident of-VILL-CHIRUWA IRGA, P.S-HAZARIBAG, District-HAZARIBAG, (JHARKHAND) INDIA.

Appeared before me and that each of them, in my presence and in the presence of three witnesses who have signed hereunder made the declarations required by section 11 and that a marriage under this Act. was solemnized between them in my presence.

Witnesses : -

1. Sd/ - PAWAN KUMAR SINGH,  
S/o - SHRI HARERAM SINGH,  
R/o - B-479/SECTOR-II, DHURWA,  
P.S-JAGARNATHPUR, DIST-RANCHI.

Sd/- VAIBHAV MANI TRIPATHI  
Marriage Officer  
Ranchi, (Jharkhand)

2. Sd/ - SATYENDRA KUMAR,  
S/o - SRI SURENDRA YADAV,  
R/o - SECTOR-II MARKET,  
P.S-JAGARNATHPUR, DIST-RANCHI.

Sd/- RAJESH SAH  
(Bridegroom)  
Date:-17-08-2012

3. Sd/ - AMARJEET,  
S/o - SRI CHANDRA DEO PRASAD,  
R/o - B-464/SECTOR-II, DHURWA,  
RANCHI-04.

Sd/- SARITA KUMARI  
(Bride)  
Date:-17-08-2012

नसिन-५

दस्ता क्र. 19394 (12028)

११-७५



- वाचले:- १) शासन राजपत्र ५ जानेवारी, २०१७  
२) महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४२ व अन्वये  
३) कार्यकारी अभियंता नगर नियोजन विभाग नाशिक महानगरपालिका नाशिक यांचेकडील पत्र क्र. नामना/न.र./शोन दाखला/१३८ दि. ५/७/२०१८  
४) अर्जदार धात्रक कन्स्ट्रुवेल भागीदारी संस्थेतर्फे भागीदार हेमंत हरीभाऊ धात्रक व इतर रा. १७९, पार्वतेय, महात्मानगर, नाशिक, ता.जि.नाशिक यांचा दि.११/०७/२०१८ रोजीचा अर्ज.  
५) अर्जदार यांचे दि.१०/०७/२०१८ व दि. १९/७/२०१८ रोजीचे नोटरी प्रतिज्ञापत्र



जिल्हाधिकारी कार्यालय नाशिक  
क्र. मशा/कक्ष/३/२/र.क.आ./एस आर/२५८/२०१८  
नाशिक दि.३१/०८/२०१८

आदेश

अर्जदार धात्रक कन्स्ट्रुवेल भागीदारी संस्थेतर्फे भागीदार हेमंत हरीभाऊ धात्रक व इतर रा. १७९, पार्वतेय, महात्मानगर, नाशिक, ता.जि.नाशिक, यांनी मौजे नाशिक ता.जि. नाशिक येथील स.न/ग.नं. ८७/१/१, चे ७/१२ नुसार एकुण क्षेत्र १२३००.०० चौ.मी. यांस रहिवास प्रयोजनार्थ वापरात बदल करणेबाबत विनंती केली आहे.

अर्जदार यांनी अर्जासोबत सादर केलेल्या कागदपत्राच्या अनुषंगाने या कार्यालयाचे दि. २०/०८/२०१८ अन्वये रहिवास प्रयोजनासाठी अकृषिक सारा व रुपांतरीत कर भरणा करणेबाबत कळविले असता त्यांनी निवासी प्रयोजनार्थ अकृषिक सारा र.रु. ५,९०४/- + रुपांतरीत कर र.रु.२९,५२०/- अशी एकूण रक्कम रु. ३५,४२४/- दि. २१/०८/२०१८ रोजी ००२९१७३७०१ या लेखाशिर्षाखाली भरणा करून डिफेस चलनाची प्रत सादर केली आहे.

उपोद्घातातील वाचले क्र.२ अन्वये कार्यकारी अभियंता नगर नियोजन विभाग नाशिक महानगरपालिका नाशिक यांनी सदर मिळकतीस निवासी प्रयोजनार्थ शिफारस केलेली आहे. महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४२ व अन्वये मौजे नाशिक ता.जि. नाशिक येथील स.न/ग.नं. ८७/१/१, चे ७/१२ नुसार एकुण क्षेत्र १२३००.०० चौ.मी. (अक्षरी बारा हजार तीनशे चौ.मी.) यांस रहिवास प्रयोजनार्थ खालील अटी व शर्तीवर चलन मंजूरीची परवानगी देण्यात येत आहे.

- १) अर्जदार यांनी नियोजन प्राधिकरणाच्या नियमानुसार आवश्यक त्या परवानग्या घेणे बंधनकारक राहिल. तसेच सहाय्यक संचालक / कार्यकारी अभियंता नगर रचना यांनी मंजूर केलेल्या अभिन्यांसाठी खुली जागा (Open Space) तसेच रस्ते स्थानिक प्राधिकरणाकडे वर्ग करणे आवश्यक राहिल.
- २) सदर मिळकतीबाबत कोणताही वाद अथवा प्रलंबित असल्यास, तसेच मिळकतीबाबत भविष्यात वाद उपस्थित झाल्यास, त्यास भोगवटदार (मालक) सर्वस्व जबाबदार राहिल. त्यास हे कार्यालय जबाबदार राहणार नाही. व सदर अकृषिक रुपांतरण आदेश रद्द होणेस पात्र राहिल.
- ३) सदर मिळकतीबाबत भविष्यात सदर जमिन भोगवटदार वर्ग २/ न.अ.श., न. श., ना.ज.क.म., देवस्थान इनाम, व इतर कोणत्याही नियंत्रित सत्ता प्रकाराची असल्यास तसेच शासनास अधिभार देय असल्यास सक्षम प्राधिका-याची परवानगी घेणे तसेच त्या वेळीच्या शासनाच्या प्रचलित नियमानुसार शासनास देय होणारा नजराणा / इतर रकमां भरणेची जबाबदारी भोगवटदार (मालक) यांची राहिल.
- ४) सदरचा आदेश अर्जदार यांचा चालू ७/१२ व त्या अनुषंगिक कागदपत्रे तसेच करारनामा / प्रतिज्ञापत्राच्या अधिन राहून दिलेला आहे.
- ५) प्रश्नांकित मिळकतीच्या इतर हक्कांत कोणतेही वितीय बोजे असल्यास त्यास अधिन राहून सदरचे चलन मंजूर केले आहे.
- ६) सदरचे आदेश हे अर्ज मिळकतीच्या फक्त अकृषिक सारा व रुपांतरीत कर आकारणीबाबत लागू आहेत. सदरचे आदेशाने अर्ज मिळकतीमध्ये कोणत्याही प्रकारचा हस्तांतरण अथवा मालकी हक्क ठरविला जात नाही.
- ७) अर्ज मिळकतीच्या मालकी अथवा हस्तांतरण हक्काबाबत कोणत्याही न्यायालयात कोणत्याही प्रकारचे वाद प्रलंबित असल्यास सदर प्रलंबित न्यायालयीन प्रकरणात संबंधीत न्यायालय यांचे होणारे सर्व आदेश अर्ज मिळकतीच्या हस्तांतरण व मालकी हक्कावर बंधनकारक राहतील व अर्ज मिळकतीच्या हस्तांतरणासाठी संबंधीत न्यायालय यांची परवानगी घेणे भोगवटदार (मालक) यांना बंधनकारक राहिल.
- ८) अकृषिक सारा हा शासनाच्या प्रचलित नियमानुसार भरणे बंधनकारक राहिल. तसेच अकृषिक सारा बाबत फरकाची रक्कम भरावयाची असल्यास ती देखील भरणे अर्जदारास बंधनकारक राहिल.

- १) प्रस्तुत भिळकतीच्या अनुषंगाने प्रलंबित असलेल्या रे.मु.न. ३३३/२०१५ या दाव्यात वेळोवेळी पारित होणारे व अंतिम आदेश हस्तांतरणास बाधनकारक राहिल.
- २) या आदेशातील कोणत्याही शर्त अगर अटीचा भंग झाल्यास सदरची परवानगी रद्द होणेस पात्र राहिल.

मा.अपर जिल्हाधिकारी सो. }  
यांचे मंजूर टिपणीवरून }



(रामदास खंडकर)  
निवासी उपजिल्हाधिकारी  
अपर जिल्हाधिकारी नाशिक करीता

प्रति,

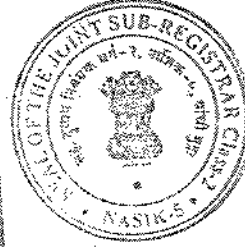
अर्जदार धात्रक कन्स्ट्रुवेल भागीदारी संस्थेतर्फे भागीदार हेमंत हरीभाऊ धात्रक व इतर रा. १७९, पार्वतेय, महात्मानगर, नाशिक, ता.जि.नाशिक

- प्रत- १) कार्यकारी अभियंता/सहाय्यक संचालक नगर रचना नाशिक महानगर पालिका नाशिक यांना माहितीसाठी  
२) तहसिलदार नाशिक यांस माहितीसाठी रवाना  
२/- स्थानिक प्राधिकरणाची मंजूरी मिळाल्यानंतर शासन राजपत्र ५ जानेवारी, २०१७ अन्वये ६० दिवसाचे आंत आवश्यक ते कागदपत्र घेवून विहित नमुन्यात अर्जदारास सनद करून देण्यात यावी तशी अधिकार अभिलेखात योग्य त्या नोंदी घेण्यात याव्यात.  
३) उप अधिक्षक भूमी अभिलेख नाशिक यांस माहितीसाठी रवाना.  
४) तलाठी नाशिक यांना अधिकार अभिलेखात योग्य त्या नोंदी घेणेसाठी रवाना.

मा.अपर जिल्हाधिकारी सो. }  
यांचे मंजूर टिपणीवरून }

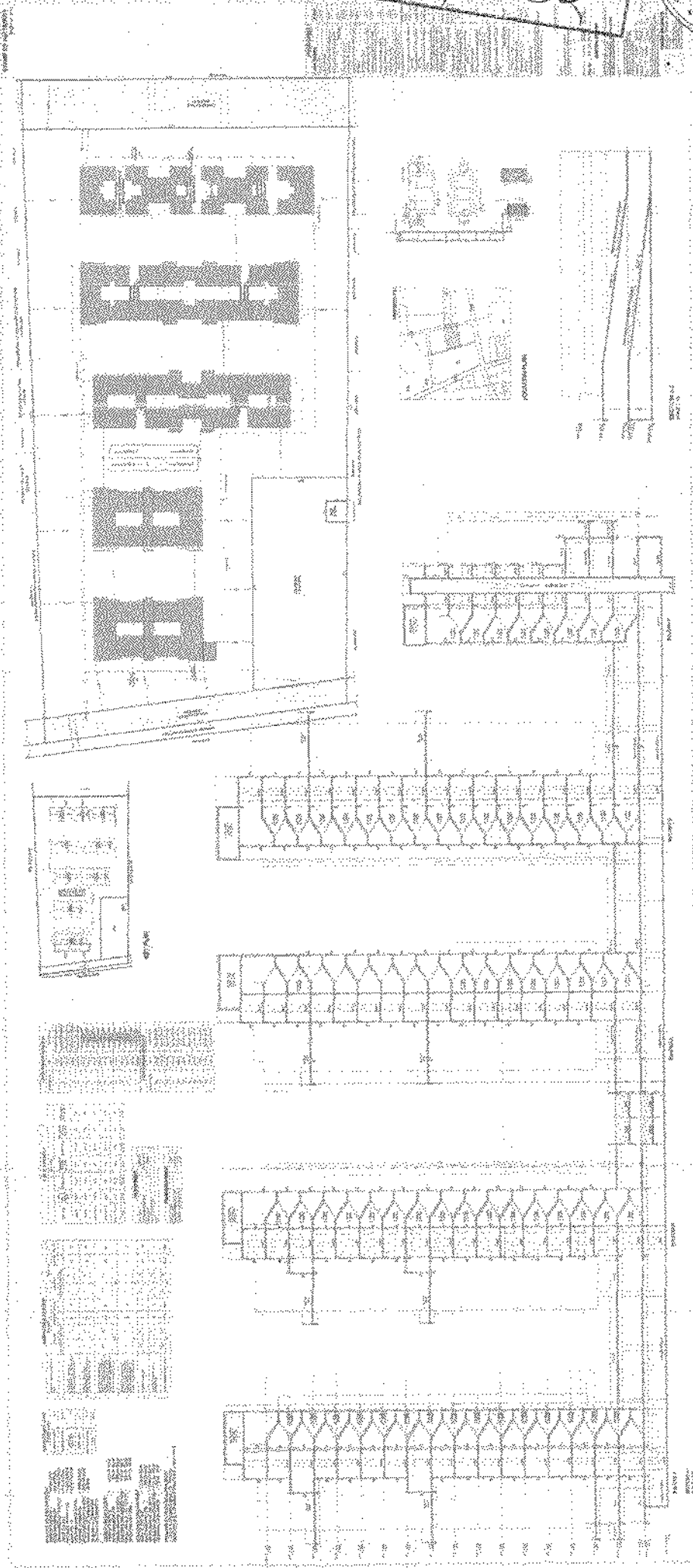
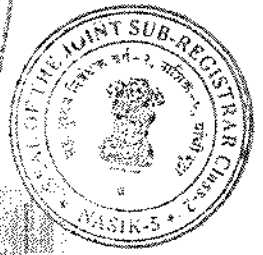
स्वाक्षरीत/-  
(रामदास खंडकर)  
निवासी उपजिल्हाधिकारी  
अपर जिल्हाधिकारी नाशिक करीता

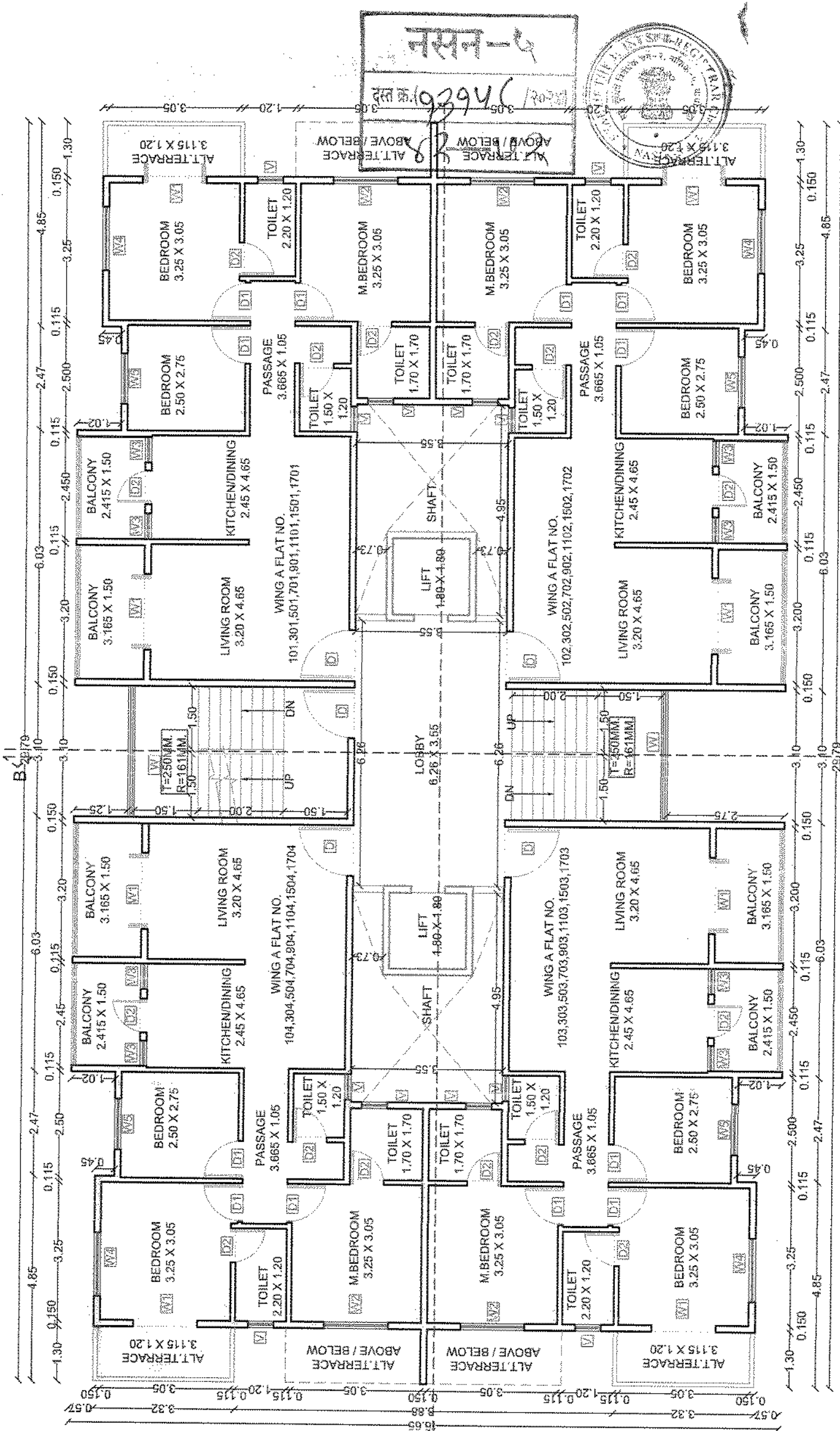
नसत-५
दस्त क्र. (१३१५) (१२०१४)
४०-७२





नसम-६  
दस्ता क्र. १३१५ (१२०४)  
४९-७२





नसम-५  
दस्तावेज क्र. 10394/2021

TYPICAL 1ST, 3RD, 5TH, 7TH, 9TH, 11TH, 15TH AND  
17TH FLOOR PLAN  
(WING A) SCALE 1:100

नसम-६
दस्त क्र. ७३९५ ( २०२४ )
४३-७२



**ADV. JAYANT D. JAIBHAVE**

Add : 16/1, Nashik District Court Compound, Nashik.

Date : 02/09/2021

**TITLE CERTIFICATE**  
**TO WHOM-SO-EVER IT MAY CONCERN**

**DESCRIPTION OF PROPERTY :**

All the piece and parcel of the non agricultural land situated at the Nashik, Tal & Dist. Nashik within the limits of Nashik Municipal Corporation bearing S.No. 87/1/1 admeasuring 12300 Sq.Mtrs. owned by DHATRAK CONSTRUWEL a partnership firm having approved building plan along with RERA registration thereon. (hereinafter referred to "Said Property")

The owner of said property DHATRAK CONSTRUWEL instructed me to investigate the title and placed before me following documents for perusal.

1. 7/12 extracts of said property since 1970 till today.
2. All mutation entries reflected on 7/12 extracts for last 40 years.
3. Sale Deeds executed in respect of S.No. 87/1 and its different parts.
4. N.A. order received from Collector, Nashik vide its order no. Masha/Kaksha/3/2/Ru.Ka.Aa./SR/258/2018 Dt. 31.08.2018.
5. The commencement certificate given by Nashik Municipal Corporation vide order no. LND/BP/C1/156/2020 dated 30.06.2020.
6. N.A. tax receipt.
7. D.L.R. maps of said property.
8. RERA registration certificate No. P51600026740
9. Copy of R.C.S. No. 333/2015
10. Copy of R.C.S.No. 505/2020.

नमून-६
दस्ता क्र. (9394 (1/2020))
४४-१०२



11. Search report given by Adv. Mukund Odhekar in respect of search of last 20 years i.e. from 2001 till 2020 from office of Sub-Registrar, Nashik.
12. Certificate of Architect dated 7/11/2020.

After perusal of above documents and records, my opinion regarding title of said property is expressed as follows :

- 1) As on today said property is owned by DHATRAK CONSTRUWEL a registered partnership firm represented by partners 1) Hemant Haribhau Dhatriak, 2) Nitin Haribhau Dhatriak & 3) Pravin Haribhau Dhatriak.
- 2) Originally the property bearing S.No. 87/1 was owned by Shri. Eknath Narayan Kajale as his self acquired purchased property acquired by virtue of Sale Deed dated 19.9.1952. Mutation Entry No. 8409 is certified in year 1952 regarding S.No. 87/1 in which this sale transaction is reflected. A copy of M.E.No. 8409 is annexed hereto & marked as Annexure - A
- 3) Shri. Eknath Narayan Kajale being sole owner of the said property had obtain property loan from Maharashtra State Co-op. land Development Bank in year 1974 and has mortgaged said property to said bank. M.E. No. 14095 certified in year 1974 and M.E. 14538 certified in year 1975 reflects that, portion of the said property was mortgaged with project cum Block Development office, Panchayat Samiti, Nashik and loan was obtained showing absolute right, title, possession of Shri. Eknath Narayan Kajale regarding said S.No. 87/1. Copies of M.E.No. 14095, 14538 are annexed hereto & marked as Annexure B & C respectively.
- 4) In year 1982 M.E. No. 19274 is certified showing that, Shri. Eknath Narayan Kajale died on 24.07.1982 and as per said Mutation entry his legal heirs are recorded as follows :

Legal heirs	Relation
Rukhminibai Eknath Kajale	Widow
Shashikant Eknath Kajale	Son
Madhukar Eknath Kajale	Son
Shantaram Eknath Kajale	Son

It is also mentioned in said mutation that, except above legal heirs there are no other legal heirs to the deceased owner Eknath Narayan Kajale. This legal heirs acquired title of ownership upon said property. A copy of M.E.No. 19274 is annexed hereto & marked as Annexure - D.

नसम-५  
दस्तावेज क्र. ७३९५ (१०२४)  
३४५-७२



- 5) Also M.E.No. 20314 certified on 29.11.1983 reflects that, after the death of original owner Eknath Narayan Kajale his elder son Shashikant has given an application to Tehsildar and obtained an order whereby name of 11 members of his family which includes sons and daughters of 3 brothers viz Shashikant, Madhukar, Shantaram are also taken on record as co-owners. These names are as follows :

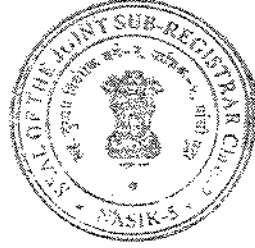
Legal heirs	Relation with deceased Eknath
Ranjana Pravin Dedgaonkar	Grand daughter
Ram Shashikant Kajale	Grand son
Suvarna Rajendra Vafgaonkar	Grand daughter
Sham Shashikant Kajale	Grand son
Madhukar Eknath Kajale	Son
Vaishali Madhukar Kajale	Grand daughter
Arti Madhukar Kajale	Grand daughter
Kailas Madhukar Kajale	Grand son
Satar Madhukar Kajale	Grand son
Krushna Shantaram Kajale	Grand son
Yogesh Shantaram Kajale	Grand son

A copy of M.E.No. 20314 is annexed hereto & marked as Annexure - E.

- 6) As per M.E.No. 20313 certified on 29.11.1983 the loan obtained from the Maharashtra State Co.Op Land Development Bank Ltd. Nashik was satisfied by the owners and the name of said bank as a mortgagee was removed from the record of the said property. A copy of M.E.No. 20213 is annexed hereto & marked as Annexure - F.
- 7) M.E. 20359 reflects the sale regarding portion of property of S.No. 87/1 from total area 3 H. 18 Are is done. That transaction is done by execution of sale deed dated 23.11.1983 executed by Madhukar Eknath Kajale as a Power of Attorney Holder of his mother Rukhminibai and another two brothers, Shashikant and Shantaram. As per this Mutation entry it is clarified that, the Survey number and area of 3H. 18 Are of the said S.No. 87/1 is sub divided as follows :

S.No.	Area	Name of owners
87/1/1	2H.58 Are	Original owners i.e. legal heirs of Eknath Narayan Kajale Pandurang Eknath Shahane Manohar Pandurang Shahane Chandrakant Pandurang Shahane
87/1/2	0H. 20 Are	
87/1/3	0H. 20 Are	
87/1/4	0H. 20 Are	

नसम्-६
दस्तावेज (19394 (13078))
४६-१०२



After this transaction S.No. 87/1 is divided in 4 sub parts as above and ownership of S.No. 87/1/1 for the area of 2H. 58 Are is remaining with the original owners. A copy of M.E.No. 20259 is annexed hereto & marked as Annexure - G.

- 8) M.E.No. 20368 further reflect that, out of S.No. 87/1/1 having area of 2H. 58 Are the original owners have sold 1H. 40 Are to third purchaser by Sale Deed dated 28/11/1983 and accordingly vide this Mutation Entry, following sub division is further done as per sale deed dt. 28.11.1983.

S.No.	Area	Name of owners
87/1/1	1H.18 Are	Original owners i.e. legal heirs of Eknath Narayan Kajale
87/1/5	0H. 20 Are	Shri. Madhavrao Ramchandra Borade & Others
87/1/6	0H. 20 Are	
87/1/7	0H. 20 Are	
87/1/8	H. 80 Are	

A copy of M.E.No. 20368 is annexed hereto & marked as Annexure - H.

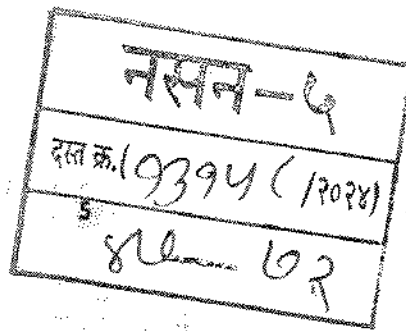
- 9) M.E. 69834 certified on 13.9.2011 reflects that, from the legal heirs of original owners Eknath Narayan Kajale widow Rukhminibai and son Shashikant died. As per this Mutation Entry their legal heirs are taken on record as follows :

Legal heirs	Relation with deceased
Madhukar Eknath Kajale	Son
Shantaram Eknath Kajale	Son
Shashikant Eknath Kajale	deceased son died on 11.2.2008
Ram Shashikant Kajale	Son of Shashikant
Sham Shashikant Kajale	Son of Shashikant
Ranjana Pravin Dedgaonkar	Daughter of Shashikant
Suvarna Rajendra Vafgaonkar	Daughter of Shashikant
Laxmibai Shashikant Kajale	Widow of Shashikant

A copy of M.E.No. 69834 is annexed hereto & marked as Annexure - I.

- 10) M.E. No. 71742 certified on 25.11.2011 and Mutation Entry No. 71743 certified on 14.9.2011 reflects that, the married daughters from the family of deceased Shashikant namely Ranjana and Suvarna have released their rights in favour of their brothers namely Ram & Sham so also 2 daughters of Madhukar namely Vaishali and Aarti, have released their rights in favour of Madhukar and his two sons. Release deeds are executed and registered. Copies of the M.E.No. 71742, 71743 are annexed hereto & marked as Annexure - J & K.



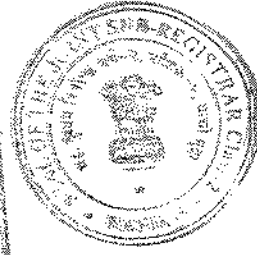


- 11) M.E.No. 71769 certified on 6.8.2011 reflects a sale transactions of 9840 Sq.Mtrs. as per sale deed 14.6.2011 executed and registered by Madhukar, Shantaram & legal heirs of deceased Shashikant along with their family members in favour of Bharat Hiranand Gajria and other 7 persons. Accordingly name of purchasers are recorded on ownership column. A copy of M.E.No. 71769 is annexed hereto & marked as Annexure - L.
- 12) As per M.E. No. 96126 certified on 13.02.2015 a sale deed is executed dated 21.01.2015 in favour of Dhattrak Construwel by 1) Sham Chhagan Nikumbh and 2) Shakti Sham Nikumbh for an area of 2460Sq.Mtrs. A copy of M.E.No. 96126 is annexed hereto & marked as Annexure - M.
- 13) As per M.E. 96891 certified on 20.04.2015 a Sale Deed dated 23.03.2015 is executed in favour of DHATRAK CONSTRUWEL by Divya Puran Ramchandra Dolwani for an area of 1230 sq.mtrs. (along with road cutting area). A copy of M.E.No. 96891 is annexed hereto & marked as Annexure - N.
- 14) As per M.E. No. 97049 certified on 7.5.2015 a sale deed dt. 8/4/2015 is executed in favour of DHATRAK CONSTRUWEL by Divya Puran Dolwani for an area of 1230 Sq.mtrs. A copy of M.E.No. 97049 is annexed hereto & marked as Annexure - O.
- 15) Further it appears from the record that, Ramesh Gangadhar Wagh, Subhash Gangadhar Wagh has filed RCS 333/2015 against Shashikant Kajale, Ram Shashikant Kajale, Laxmibai Shashikant Kajale for declaration and injunction regarding easementary right of water from well situated at the area of 0H. 06 Are, but till the date there is no order regarding relief claimed in suit. A copy of plaint of RCS No. 333/2015 is annexed hereto & marked as Annexure - P.
- 16) As per M.E.No. 106531 certified on 10.3.2020 DHATRAK CONSTRUWEL has purchased various portion of S.No. 87/1/1 from various owners enumerated as follows :

Sr. No.	Date	Sr.No.	Seller	Area	Annexure
1	21.1.2015	699/15	Sham Nikumbh Shakti Nikumbh	1230 Sq.Mtrs 1230 Sq.Mtrs Total 2460 Sq.mtrs.	Q
2	23.3.2015	2183/15	Puran Dolwani	1230 sq.mtrs.	R
3	8.4.2015	2551/15	Divya Dolwani	1230 sq.mtrs.	S
4	4.5.2017	3078/17	Jimmi Paramjit Singh Rajput Rammi Paramjit Singh Rajput	1230 Sq.Mtrs. 1230 Sq.Mtrs Total 2460 sq.mtrs.	T



नसत-५
दस्ता क्र. १३१५८ (२०१८)
४८-१०२



5	20.3.2018	2137/18	Sham Shashikant Kajale Ram Shashikant Kajale Laxmi Shashikant Kajale	West side 2460 Sq.Mtrs.	U
6	19.1.2019	518/19	Bharat Hiranand Gajaria Hiren Hiranand Gajaria	1230 Sq.Mtrs 1230 Sq.Mtrs Total 2460 Sq.mtrs.	V
Total Area 12300 Sq.mtrs.					

Hence as per various sale deeds mentioned above DHATRAK CONSTRUWEL has become absolute owner of entire S.No. 87/1/1 having total area 1H. 23 Are i.e. 12,300 Sq.Mtrs. This portion of property purchased by DHATRAK CONSTRUWEL is a subject matter of present title and referred to as "Said property." A copy of M.E.No. 106531 is annexed hereto & marked as Annexure - W.

- 17) As per M.E.No. 106381 certified on 24.1.2020 reflect electronic mutation of S.No. 87/1/1. A copy of M.E.No. 106381 is annexed hereto & marked as Annexure - X.
- 18) As per M.E.No. 106468 duly certified, a correction in the area of holding by the holder has taken place as per the orders of City Survey officer and Tahsildar, Nashik. A copy of M.E.No. 106468 is annexed hereto & marked as Annexure - Y.
- 19) There was entry of lis-pendence for pending suit. However on the basis of circular of collector Nashik dated 9.7.2018 M.E.No. 107401, certified on 22.7.2020, mutation entry regarding Lis-pendence has been cancelled as per orders of State Government implemented by Collector, Nashik. A copy of M.E.No. 107401 is annexed hereto & marked as Annexure - Z.
- 20) The said property is converted into Non-agricultural property as per order of collector, Nashik bearing order No. Masha/Kakshi/3/2/Sa.Ka.Aa/SR/ 258/2018 dt.31.8.2018. N.A. tax is paid up to date. A copy of Non agricultural order is annexed hereto & marked as Annexure - AA.
- 21) The said property is subjected to construction on the basis of commencement certificate approved by Nashik Municipal Corporation vide No. LND/BP/CI/156/2020 dt. 30.06.2020 and accordingly construction is commence. A copy of Commencement certificate is annexed hereto & marked as Annexure - AB.

नसल-६
दस्तावेज (9394/2028)
३३-७२



- 22) The owners "DHATRAK CONSTRUWEL" have launched a project of residential and commercial tenement by name "AVADH UTOPIA" and said project is declared before the competent authority constituted under RERA Act. After due verification said authority has given a registration for above project vide certificate No. P51600026740 dt. 21.10.2020. A copy of RERA registration certificate is annexed hereto & marked as Annexure - AC.
- 23) Adjoining owners Wagh have filed RCS 333/2015 for claiming easementary rights regarding well upon said property Sr. NO. 87/1/1. In the said suit Dhatrak Construwel has impleaded as def no. 5. In the said suit a compromise has been taken place between the parties vide Exh-39 & plaintiff Wagh has released their rights in favour of M/s. Dhatrak Construwel & confirm ownership & possession M/s. Dhatrak Construwel in consideration of amount which is paid & mentioned in compromise pursis. Accordingly, Hon'ble court has passed an order dated 01/8/2021 regarding disposal of suit in view of compromise pursis vide Exh-39. Copy of RCS 333/2015, Exh-39 and order of Hon'ble court dated 1/8/2021 has been annexed hereto and marked as annexure AG.
- 24) Moreover, adjoining owner Ramesh wagh has also filed RCS 505/2020 suit on the same subject matter for permanent injunction. But as the compromise has taken place between the parties outside the court, plaintiff Ramesh Wagh has withdrawn the suit vide pursis Exh-35 and accordingly the Hon'ble court has passed an order dated 4/8/2021. Copy of RCS 505/2020, Exh-35 and order of Hon'ble court dated 4/8/2021 has been annexed hereto and marked as annexure AH. Hence forth Ramesh Wagh is precluded for filling any litigation in above subject.
- 25) Search report submitted by Adv. Mukund Odhekar does not indicate any adverse entries of any registered document on title of said property. A copy of search report is annexed hereto & marked as Annexure - AF.
- 25) After perusal of all above records, documents and relevant material placed before me,

I am of the opinion that, the title of said property in hands of DHATRAK CONSTRUWEL is clear, marketable and free from any encumbrances to the best of knowledge and verification.

No adverse orders are any material of each sale deed title of said property is observed.

नसम-६
दस्ता क्र. १३१५ ( १३०२२ )
५०-१०२



Hence, this Title Certificate.

*Jayant D. Jaibhave*

[Jayant D. Jaibhave]  
Advocate.

Place : Nashik

Date : 02/09/2021

**Note :-** Documents referred in title search report of Dhatrik  
Construwei for S.No. 87/1/1 admeasuring 12300 Sq.mtrs.  
of the non agricultural land situated at the Nashik, Tal. &  
Dist. Nashik are enclosed with annexure.

नसिन-५  
दल क्र. 19394 (12078)  
५९-७२



## ANNEXURE

List of documents referred in title search report of Dhattrak Construwel for S.No. 87/1/1 admeasuring 12300 Sq.mtrs. of the non agricultural land situated at the Nashik, Tal. & Dist. Nashik.

### SYNOPSIS OF DOCUMENTS

Sr. No.	Description of Documents	Annexure	Page no.
1	M.E.No. 8409	A	1
2	M.E.No. 14095	B	3
3	M.E.No. 14538	C	5
4	M.E.No. 19274	D	7
5	M.E.No. 20314	E	9
6	M.E.No. 20313	F	10
7	M.E.No. 20359	G	11
8	M.E.No. 20368	H	13
9	M.E.No. 69834	I	15
10	M.E.No. 71742, 71743	J	17
11	M.E.No. 71769	K	19
12	Sale deed dated 14/6/2011	L	21 to 289
13	M.E.No.96126	M	291
14	M.E.No. 96891	N	293
15	M.E.No. 97049	O	295
16	A copy of plaint of RCS No. 333/2015	P	297 to 317
17	Sale deed vide Sr.No. 699/15 dated 21.1.2015 in favour of Dhattrak Construwel.	Q	319 to 349
18	Sale deed vide Sr.No. 2183/15 dated 23.3.2015 in favour of Dhattrak Construwel.	R	351 to 375
19	Sale deed vide Sr.No. 2551/15 dated 8.4.2015 in favour of Dhattrak Construwel.	S	377 to 407
20	Sale deed vide Sr.No. 3078/17 dated 4.5.2017 in favour of Dhattrak Construwel.	T	409 to 441

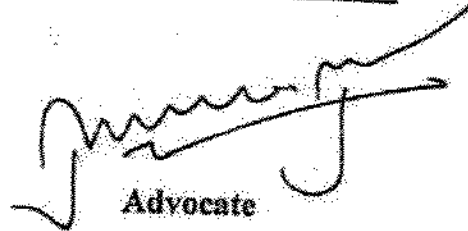
नसिन-६  
दस्तावेज क्र. 9394 (1/2021)  
५३-७२



Sr. No.	Description of Documents	Annexure	Page no.
21	Sale deed vide Sr.No. 2137/18 dated 20.3.2018 in favour of Dhattrak Construwel.	U	443 to 479
22	Sale deed vide Sr.No. 518/19 dated 19.1.2019 in favour of Dhattrak Construwel.	V	481 to 513
23	M.E.No. 106531	W	515
24	M.E.No. 106381	X	517 to 519
25	M.E.No. 106468	Y	521 to 523
26	M.E.No. 107401	Z	525
27	Non agricultural order passed by Collector, Nashik bearing No. Masha/Kaksh/3/2/Sa.Ka.Aa/SR/258/2018 dt. 31.8.2018	AA	527 to 529
28	Commencement certificate approved by Nashik Municipal Corporation vide Letter no. LND/BP/C1/156/2020 dt. 30.06.2020	AB	531 to 533
29	RERA Registration for AVADH UTOPIA project vide certificate No. P51600026740 dt. 21.10.2020	AC	535
30	Copy of plaint of RCS No. 505/2020	AD	537 to 545
31	Certificate of Architect dated 07.11.2020.	AE	547
32	Search report by Adv. Mukund Odhekar.	AF	549 to 553
33	Copy of RCS 333/2015, Exh-39 and Order of Hon'ble Court dated 1/8/2021	AG	555 to 579
34	Copy of RCS 505/2020, Exh-35 and Order of Hon'ble Court dated 4/8/2021	AH	581 to 593

Nashik

Date : 02/09/2021

  
Advocate



नसन-६  
दस्त क्र. 10394 ( /2021)  
५३-७२



395/5261

पावती

Original/Duplicate

Friday, May 28, 2021

नोंदणी क्र.: 39M

11:32 AM

Regn.: 39M

पावती क्र.: 5631 दिनांक: 28/05/2021

गावाचे नाव: नाशिक शहर - १  
दस्तऐवजाचा अनुक्रमांक: नसन5-5261-2021  
दस्तऐवजाचा प्रकार: स्पेशल पॉवर ऑफ अॅटर्नी  
सादर करणाऱ्याचे नाव: श्री. गणेश हेमंत धात्रक

नोंदणी फी ₹. 100.00  
दस्त हाताळणी फी ₹. 200.00  
पृष्ठांची संख्या: 10

एकूण: ₹. 300.00

Sub Registrar Nashik 5

वाजार मुल्य: ₹. 1/-

मोबदला ₹. 1/-

भरलेले मुद्रांक शुल्क: ₹. 500/-

सह. दुर्यम निबंधक वर्ग-२  
नाशिक-५.

1) देयकाचा प्रकार: DHC रकम: ₹. 200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2805202100273 दिनांक: 28/05/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001596625202122E दिनांक: 28/05/2021

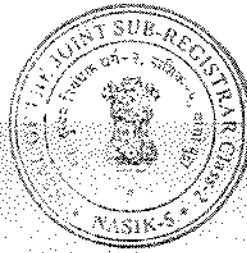
बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत केला.

**नसम-५**

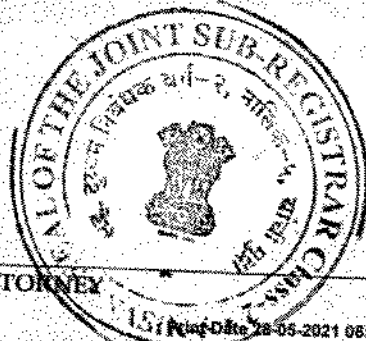
दस्ता क्र. 19394 (1/2021)

476 **CHALAN**  
MTR Form Number-0



GRN MH001596826202122E		BARCODE		Date 28/05/2021-08:33:27		Form ID 48(1)	
Department Inspector General Of Registration				Payer Details			
Stamp Duty				TAX ID / TAN (If Any)			
Type of Payment Registration Fee				PAN No.(If Applicable)		AAHFD8395J	
Office Name NSK5_NASHIK 5 JOINT SUB REGISTRAR				Full Name		DHATRAK CONSTRUWELL	
Location NASHIK				Flav/Block No.		Survey No. 8711/1 area admeasuring 12,360	
Year 2021-2022 One Time				Premises/Building		square meters 860Avadh Utogias&C-	
Account Head Details		Amount In Rs.		Road/Street		Nashik	
0030048401 Stamp Duty		500.00		Area/Locality		Nashik	
0030063301 Registration Fee		100.00		Town/City/District			
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				Remarks (If Any)			
Total				Amount In		Six Hundred Rupees Only	
				Words			
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No. 02300042021052829130 000662649	
Cheque/DD No.				Bank Date		RBI Date 28/05/2021-08:33:53 Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID: Mobile No. 9890049171  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**  
 सदर चलान केवल दुर्यम निबंधक कार्यालय नोंदणी करवावयाच्या दस्तासाठी लागू आहे. नोंदणी न करवावयाच्या दस्तासाठी सदर चलान लागू नाही.



**SPECIAL POWER OF ATTORNEY**

Page 1/1

**THIS SPECIAL POWER OF ATTORNEY made and executed at Nashik on this 28th day of the month of MAY, in the Christian Year TWO THOUSAND TWENTY ONE, A. D.**



नसम-५  
दस्ता क्र. 19394 (12021)  
५५-७२

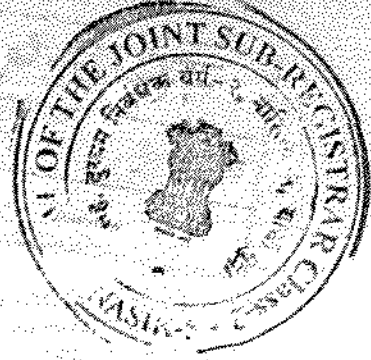


Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2805202100273	Date 28/05/2021
Received from DHATRAK CONSTRUWELL, Mobile number 9890049171, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nashik 5 of the District Nashik.	
Payment Details	
Bank Name MAHB	Date 26/05/2021
Bank CIN 10004152021052800248	REF No. 000682985
This is computer generated receipt, hence no signature is required.	

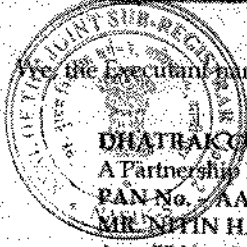


नसम-५  
दस्ता क्र. ५२७ (2021)  
१-१०

नसम-५
दस्ता क्र. ( ५२५७ ) / २०२४
३ — १०



नसम-५
दस्ता क्र. ९३९५ ( / २०२४ )
५६ — ५२



We the Executant named below :-

**DHATRAK CONSTRUWELL**  
A Partnership Firm, Through Partner,  
PAN No. AAHFD8335J  
MR. NITIN HARIBHAU DHATRAK

Age- 55 Yrs, Occ.- Business,  
HAVING ITS REGISTERED OFFICE -

Office No. Survey No 87/1/1, AVADH UTOPIA, Radha Nagar, Makhmlabad Road, Panchavati, Nashik 422003

Hereinafter referred to as the "EXECUTANT" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include their legal heirs, executors, administrators, representatives and assigns];

**SEND GREETINGS:**

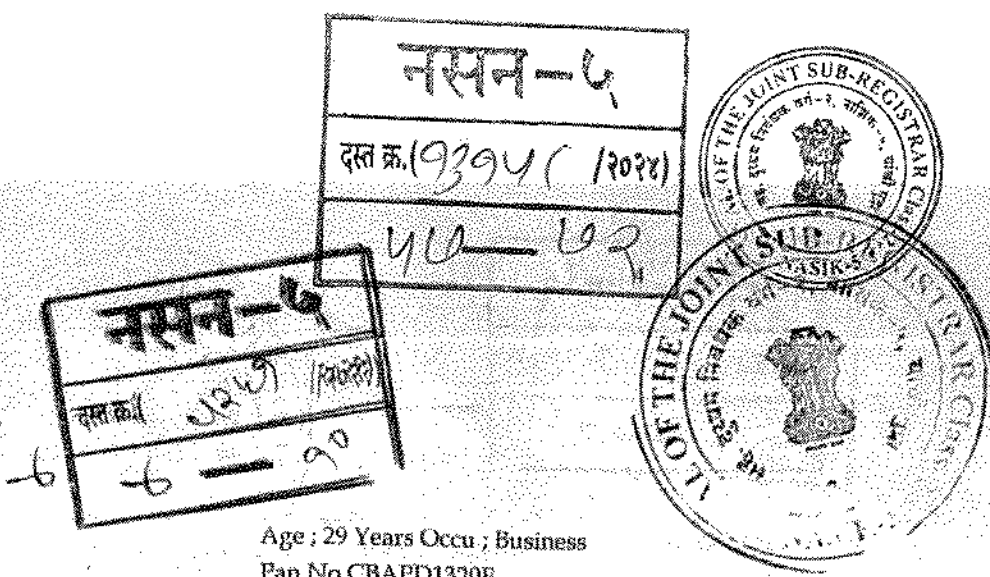
**WHEREAS** the Executant is seized and possessed and otherwise well and sufficiently entitled to the property bearing Survey No. 87/1/1 area admeasuring 12,300 square meters situate at Village Nashik, Taluka & District Nashik, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, more particularly written in the Schedule-I hereunder and hereinafter, for the sake of brevity, referred to as the "said property". The said Executant has purchased the said property from its previous owners by different sale deeds. Since then the said Executant is in possession of the said property with absolute rights, powers and authorities to deal with and dispose off the said property to any individual, firm and/or institution of its own choice.

**AND WHEREAS** the said property is converted to Non Agricultural use under Section 45 by the Collector, Nashik vide its Order No. Maha/Kasha-3/NA/281/2007 dated 26/09/2007.

**AND WHEREAS** the Executant have accordingly commenced a Commercial/Residential project known as "Avadh Utopia" consisting 5 Buildings having Building No. A having One Wing, Building No. B having One Wing, Building No. C having Two Wings, Building No. D having Two Wings, and Building No. E having Three Wings, with various Shops & Flats on the said property pursuant to the plans duly sanctioned by the Nashik Municipal Corporation Vide Its Order no LND/BP/CI/156/2020 Dated 30/06/2020.

**AND WHEREAS** the Executant, is running a business of land development and construction and is constructing a building project named as "Avadh Utopia", hence, in respect of such construction activities, the Executant is required to execute Agreement For Sale, Deed of Apartment, Cancellation Deed, Correction Deed, Apartment Declaration, Mortgage Deed, confirmation Deed in favour of the Purchasers of the tenements and then to get the same registered with the Registrar of Assurances specially with the offices of the Sub-Registrar. However, due to their, the Executant herein, business contingency and preoccupation, it is not possible for them to attend the offices of the Sub-Registrar/Registrar of Assurances, and hence, We have decided to appoint, nominate and constitute their family member ;

1. **MR. GANESH HEMANT DHATRAK,**  
Age : 29 Years, Occu : Business,  
Pan No CFYPD3482G
2. **MR. OMKAR NITIN DHATRAK**



Age : 29 Years Occu ; Business

Fan No CBAPD1320F

Both R/o : 179, Parvatya Bunglow, F Road Mahatma Nagar Nashik -7

as our true and lawful Attorney to do for us, in our name and on our behalf one or more of the following lawful acts, deeds and things in respect of the execution and registration of such Agreement for Sale, Deed of Apartment, Apartment Delectation, Correction Deed and Cancellation Deed which are signed be us, with the Registrar of Assurances/Sub-Registrar.

1. To attend the office of the Registrar of Assurance/Sub-Registrar.
2. To execute and admit execution and registration of the said Agreement for Sale, Deed of Apartment, Apartment Declaration, Mortgage Deed, Correction Deed and Cancellation Deed which are signed by us.
3. To lodge the said documents, deeds which are signed by us for registration and complete the registration formalities.
4. To pay the charges, apply for and receive the copies of documents, deeds and other relevant documents from the office of the Registrar of Assurances/Sub-Registrar.
5. To do one or more such acts, deeds and things as may be necessary for due and effective execution of the powers hereby conferred by us on our said attorney by virtue of these presents.
6. The powers and authorities hereby granted in favour of the said Attorney is only to admit and execute, the aforesaid Agreements and Deeds which are signed by us, at the Office of the Registrar of Assurances/Sub-Registrar, Nashik or any other Competent Authority of Registration under Law for and on behalf of us, the Executant herein, which is signed by us either or any one.

We, the Executant herein, hereby declare that all such acts, deeds and things as may be lawfully done by our said Attorney shall be deemed to have been done by us personally, and I undertake to ratify the same.

#### SCHEDULE-I OF THE SAID PROPERTY HEREINABOVE REFERRED TO

All those pieces and parcels of land bearing Survey No. 87/1/1 area admeasuring 12,300 square meters situate at Village Nashik, Taluka & District Nashik and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and bounded as under:-

On or towards the East	: 12.00 Mtrs D P Road
On or towards the West	: 9.00 Mtrs Colony Road
On or towards the North	: Survey No 85
On or towards the South	: Survey No 87/2

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

14

नसम-६  
 सप्तम (५२६९) (२०२१)  
 ५ - १०

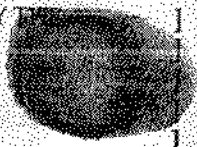
सप्तम क्र. १३९५८  
 ५६-६२



IN WITNESS WHEREOF the Executant hereto have executed this Special Power of Attorney on the day, month and Year first here in above written.

SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "EXECUTANT"

DHATRAK CONSTRUWELL  
 A Partnership Firm, Through Partner  
 MR. NITIN HARIBHAU DHATRAK,

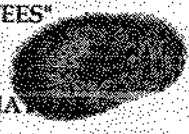


*[Signature]*  
 [EXECUTANT]

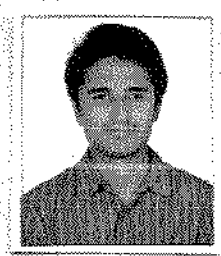


SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "EXECUTEES"

1. MR. GANESH HEMANT DHA



*[Signature]*



2. MR OMKAR NITIN DHATRAK



*[Signature]*  
 [EXECUTEES]



Witnesses :

1. *[Signature]*  
 R.P. Mishra      2. *[Signature]*



नसम-५  
दस्तावेज नं. ५९ / २०१९  
५९-१०

नसम-५  
दस्तावेज नं. १३९५ (१२०१४)  
५९-१०



आयकर विभाग  
INCOME TAX DEPARTMENT  
DHATRAK CONSTRUWELL  
01/04/2018  
Permanent Account Number  
AAHFD335J

*Handwritten signature*

आयकर विभाग  
INCOME TAX DEPARTMENT  
NITIN HARIBHAU DHATRAK  
HARIBHAU LAXMAN DHATRAK  
08/07/1987  
Permanent Account Number  
ADNPD3166A

*Handwritten signature*



आयकर विभाग  
INCOME TAX DEPARTMENT  
GANESH HEMANT DHATRAK  
HEMANT HARIBHAU DHATRAK  
11/10/1992  
Permanent Account Number  
CFYPD3452G

*Handwritten signature*

आयकर विभाग  
INCOME TAX DEPARTMENT  
DHATRAK ONIKAR NITIN  
NITIN HARIBHAU DHATRAK  
13/06/1992  
Permanent Account Number  
CBAPD1320F

*Handwritten signature*



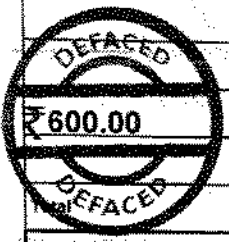




नसिन-५  
 दस्तावेज क्र. ५३९५८ (२०२१)  
 CHALLAN  
 NTR Form Number-5



GRN	MH001596625202122E	BARCODE	Date 28/05/2021-08:33:37		Form ID	48(f)
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty	TAX ID / TAN (If Any)				
	Registration Fee	PAN No.(If Applicable)	AAHFD8335J			
Office Name	NSK5_NASHIK 5 JOINT SUB REGISTRAR		Full Name	DHATRAK		
Location	NASHIK		Flat/Block No.	Surveys No. 57/1/1 area address (2021) 200		
Year	2021-2022 One Time		Premises/Building	6 square meters area Avadh Utopia		
Account Head Details	Amount In Rs.	Road/Street	Nashik			
0030046401 Stamp Duty	500.00	Area/Locality	Nashik			
0030063301 Registration Fee	100.00	Town/City/District	Nashik			
		PIN	4 2 2 0 0 3			
		Remarks (If Any)	PAN2=CFYPD3482G--SecondPartyName=MR GANESH HEMANT DHATRAK-			
		Amount In Words	Six Hundred Rupees Only			
	600.00					
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
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Cheque/DD No.		Bank Date	RBI Date	28/05/2021-08:33:53	Not Verified with RBI	
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA			
Name of Branch		Scroll No. Date	Not Verified with Scroll			



Department ID : Mobile No. : 9890049171  
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 नसिन-५ दस्तावेज क्र. ५३९५८ (२०२१) नसिन-५ दस्तावेज क्र. ५३९५८ (२०२१) नसिन-५ दस्तावेज क्र. ५३९५८ (२०२१)

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-395-5261	0000759880202122	28/05/2021 11:29:36	IGR315	100.00
2	(IS)-395-5261	0000759880202122	28/05/2021 11:29:36	IGR315	500.00
Total Defacement Amount					600.00

Print Date 28-05-2021 11:47:20





5/28/2021

Summary 1 (Dasigoshwara bhag 1)

395/5261

शुक्रवार, 28 मे 2021 11:29 म.पु.

दस्त गोपबारा भाग-1

नमन5

दस्त क्रमांक: 5261/2021

दस्त क्रमांक: नमन5/5261/2021

वाजारा मूल्य: रु. 01/-

सोवदना: रु. 01/-


भरणेले मुद्रांक शुल्क: रु. 500/-

दु. नि. मह. दु. नि. नमन5 यांचे कार्यालयान

अ. क्र. 5261 वर दि. 28-05-2021

रोजी 11:27 म.पु. वा. हजर केला.

नमन5	81 2190
दस्त क्र. 19394	
पावनी: 5631	पावनी दिनांक: 28/05/2021



मादरकरणागळे नाव: श्री. वणेश हेमंत धात्रक

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 200.00

पृष्ठांची संख्या: 10

एकूण: 300.00

दस्त करणाराच्याची मही:

सह. दुय्यम निलंबित वर्ग-२  
नाशिक-५.

सह. दुय्यम निलंबित वर्ग-२  
नाशिक-५.

दस्ताचा प्रकार: स्पेशल पॉवर ऑफ वॉटर्नी

मुद्रांक शुल्क: अ जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून त्यामुळे कोणतीही स्थावर मालमता विकण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्र. 1 28 / 05 / 2021 11 : 27 : 43 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 28 / 05 / 2021 11 : 28 : 48 AM ची वेळ: (फी)



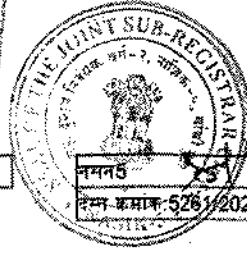
5/28/2021

28/05/2021 11:32:08 AM

दस्ता क्रमांक : नमन5/5261/2021

दस्ताचा प्रकार : स्पेशल पॉवर ऑफ अटॉर्नी

नमन-६  
 दस्ता क्र. 9394 (Summary 2)  
 दस्त योग्यभाग भाग-2



नमन 5  
 दस्ता क्रमांक: 5261/2021

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: श्री. यशेश हेमंत धात्रक पत्ता: प्लॉट नं. - २, भाळा नं. - इमारतीचे नाव: प्लॉट नं. १७९, पार्वतीय बंगलो, एक रोड, महात्मा नगर, नाशिक, जिल्हा नं. - २७ रोड नं. - महाराष्ट्र, NASHIK. पिन संख्या: CFYPD3482G	पॉवर ऑफ अटॉर्नी होल्डर वय: -29 व्यावृत्ती:		
2	नाव: श्री. ओमकार नितीन धात्रक पत्ता: प्लॉट नं. - २, भाळा नं. - इमारतीचे नाव: प्लॉट नं. १७९, पार्वतीय बंगलो, एक रोड, महात्मा नगर, नाशिक, जिल्हा नं. - २७ रोड नं. - महाराष्ट्र, NASHIK. पिन संख्या: CBAPD1320F	पॉवर ऑफ अटॉर्नी होल्डर वय: -29 व्यावृत्ती:		
3	नाव: धात्रक कन्स्ट्रुवेल पार्टनरशिप फर्म तर्फे पार्टनर श्री. नितीन हरिभाऊ धात्रक पत्ता: प्लॉट नं. - २, भाळा नं. - इमारतीचे नाव: प्लॉट नं. १७९/१, अरुंध उर्वोपिया, राधा नगर, सखमनावाड रोड, पंचवटी, नाशिक, जिल्हा नं. - २७ रोड नं. - महाराष्ट्र, NASHIK. पिन संख्या: AAHFD8335J	कुलमुखर्ग्यार देणार वय: -51 व्यावृत्ती:		

वरील दस्तऐवज करून देणारा तथाकथित स्पेशल पॉवर ऑफ अटॉर्नी चा दस्त घेवून करून दिव्याचे कडवून करतात.  
 शिक्का क्र.3 ची वेळ: 28 / 05 / 2021 11 : 30 : 37 AM

ओळख:-

मदर इमम दुर्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: अॅड. वलित रायदाम दुरगोडे वय: 44 पत्ता: जिल्हा न्यायालय, नाशिक पिन कोड: 422001		

शिक्का क्र.4 ची वेळ: 28 / 05 / 2021 11 : 31 : 15 AM

सह. दुर्यम निबंधक वर्ग-२  
 Joint Sub Registrar Nashik 5  
 नाशिक-५.

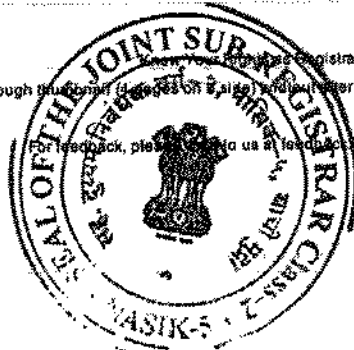
Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DHATRAK CONSTRUWELL	eChallan	02300042021052829130	MH001598625202122E	500.00	SD	0000759880202122	28/05/2021
2		DHC		2805202100273	200	RF	2805202100273D	28/05/2021
3	DHATRAK CONSTRUWELL	eChallan		MH001598625202122E	100	RF	0000759880202122	28/05/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charge]

प्राणित करण्यात येते की,  
 या दस्तामध्ये एकूण १० पाने आहेत. /2021

1. Verify Scanned Document for correctness through the official (www.dhatri.com) and put scanner.
2. Get print immediately after registration.



दस्ता क्रमांक ४ दस्ता क्रमांक ४२६९ वर नोंदला.  
 दिनांक २८ माहे ५ सन २०२१

सह. दुर्यम निबंधक वर्ग-२  
 नाशिक-५.

नसल-५  
दस्ता क्र. 9394 (1028)  
एच-१०२



भारत सरकार  
Government of India

ऑकार नितिन धात्रक  
Omkar Nitin Dhatriak  
जन्म तारीख / DOB - 23/09/1992  
पुरुष / Male

आधार पहचान का प्रमाण है, नागरिकता का नहीं।  
Aadhaar is a proof of identity, not of citizenship.

5046 0452 9062

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

पता: C/O ओमकार नितिन धात्रक, 179  
पर्वतीय बंगलो, एफ रोड, महात्मा नगर,  
नाशिक, नाशिक, महाराष्ट्र, 422007

Address: C/O Omkar Nitin Dhatriak, 179  
Parvataya Bunglow, F Road, Mahatma  
Nagar, Nashik, Nashik, Maharashtra,  
422007

5046 0452 9062

1947 help@uidai.gov.in www.uidai.gov.in

नसल-१  
दस्तावेज क्र. १३१५८ (२०२४)  
६५-७२



## घोषणापत्र

मौ, श्री/श्रीमती. - श्रीमकार गितीन खात्रक

याद्वारे घोषित करतो की, दुष्यम निबंधक, - नाश्रीक-५ - यांचे कार्यालयात -

सोठव्यात - या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.

श्री/श्रीमती. - खात्रक कव्हेल भागीदारी संस्था - व इ. यांना

दिनांक २८/०५/२०२४ - रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मौ,

सदर दस्त नोंदणीस सादर केला आहे. निष्पादीत करून कबुलीजवाब दिला आहे.

सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा

कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कुणीही मयत झालेले नाही, किंवा अन्य

कोणत्याही कारणानुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र

पूर्णवणे देण असून उपरोक्त कृती करण्यास मौ पुर्णतः सक्षम आहे. सदरचे कायद

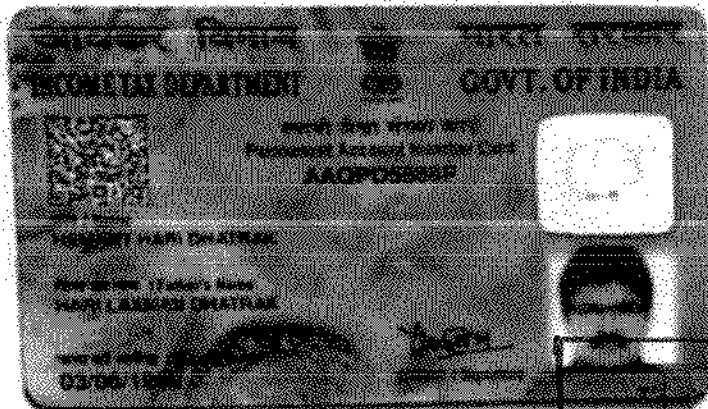
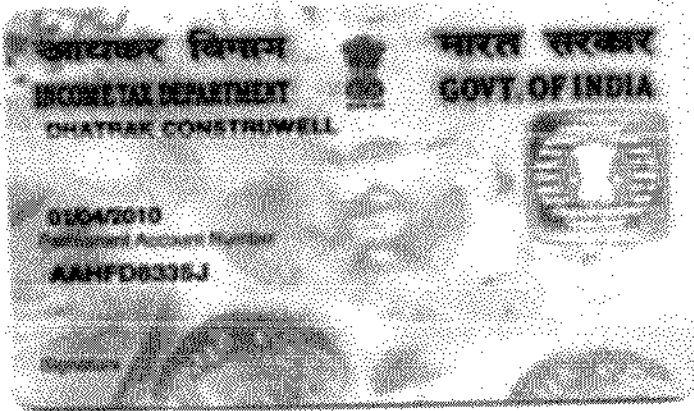
चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ कलम ८२ अन्वये शिक्षेस मौ

पात्र राहिन याची मला जाणीव आहे.

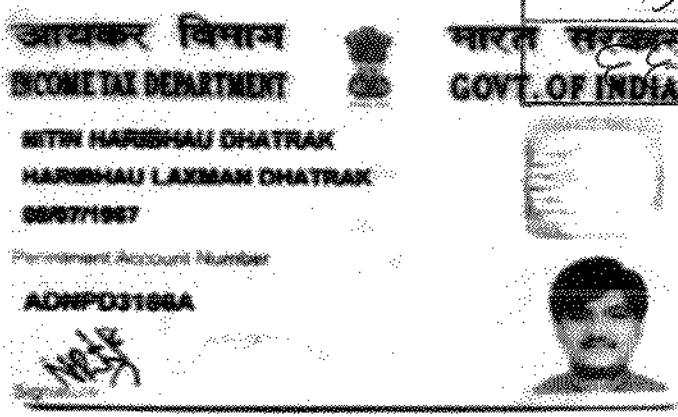
हे घोषणापत्र लिहून दिले आहे.

दिनांक ०९ / १० / २०२४

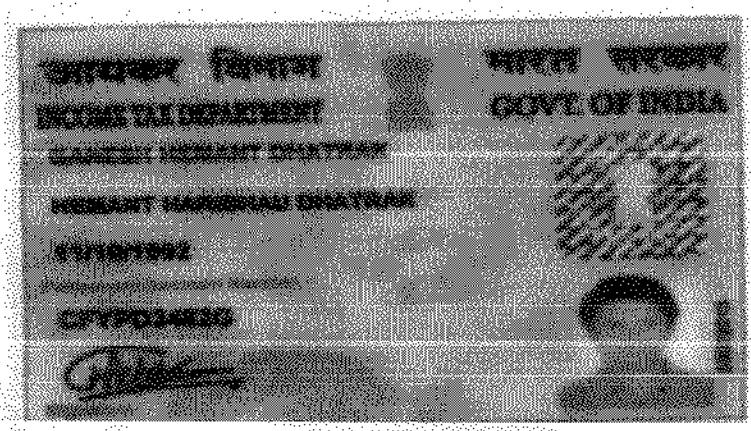
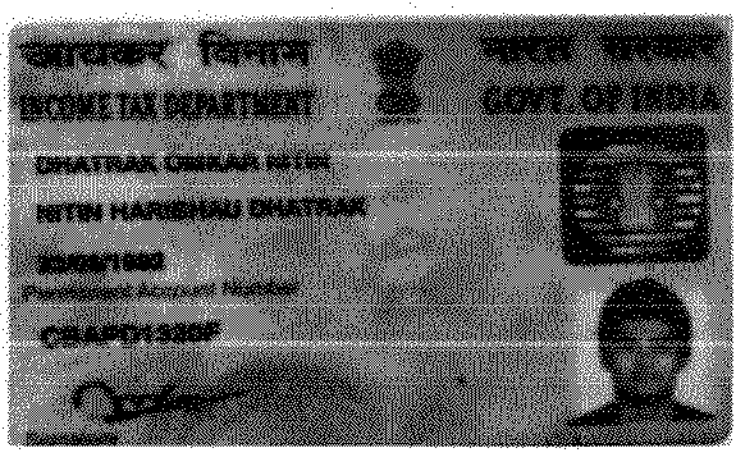
कुलमुखत्यारपत्र धारकाचे नांव व सही



न-६  
वस्तु क्र. (9394) (2021)



NR/S





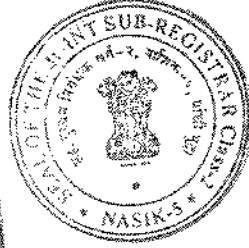
मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202410091968	09 October 2024, 11:39:44 AM			
मूल्यांकनाचे वर्ष	2024				
जिल्हा	नाशिक				
मूल्य विभाग	तालुका : नाशिक				
उप मूल्य विभाग	1.3.49-जुना गंगापूर नाक्या जवळील गोदावरी नदीपासून उत्तरेकडे जाणारा 24 मी रुंद रस्ता - रहिवास व तत्सम विभागातील मिळकती				
क्षेत्राचे नांव	Nashik Municipal Corporation	सर्व्हे नंबर /न. भू. क्रमांक :	सर्व्हे नंबर#87		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	14750	37400	43010	47000	0
मोजमापनाचे एकक	चौ. मीटर				
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	92.345चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.24200/-
उद्ववाहन सुविधा	आहे	मजला -	11th to 20th Floor	कार्पेट क्षेत्र-	83.95चौ. मीटर
Sale Type -	First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 108 / 100 Apply to Rate= Rs.40392/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर ) = (((40392-14750) * (100 / 100 )) + 14750 ) = Rs.40392/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 40392 * 92.345 = Rs.3729999.24/-				
Applicable Rules	= 3, 9, 18, 19				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + दरीत गच्चीचे मूल्य + बंदिस्त 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 = 3729999.24 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.3729999/- = □ सदतीस लाख एकोणतीस हजार नऊ शे नव्याण्णव /-				

Home Print

नसम-६  
दस्ता क्र. 9394 C / 2024  
ELO-62



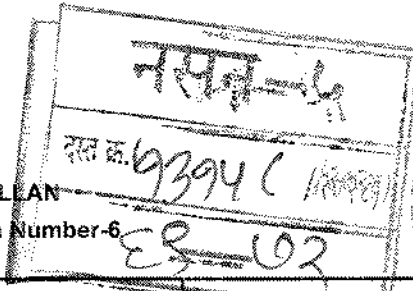
नसत-५
दस्ता क्र. १३१५ (१०२१)
६६-७२



कोरें पृष्ठ



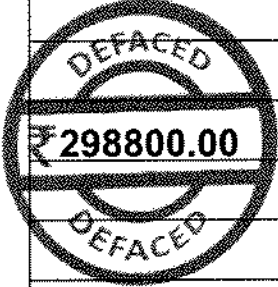
CHALLAN  
MTR Form Number-6



GRN	MH009491549202425E	BARCODE		Date	09/10/2024 11:16:36	Form No.	5 25.2
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Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
Office Name	NSK5_NASHIK 5 JOINT SUB REGISTRAR	PAN No.(If Applicable)	AAHFD8335J
Location	NASHIK	Full Name	DHATRAK CONSTRUWELL
Year	2024-2025 One Time	Flat/Block No.	SURVEY NO. 87/1/1 AVADH UTOPIA FLAT NO.
		Premises/Building	A-1104 A BUILDING

Account Head Details	Amount In Rs.		
0030046401 Stamp Duty	258800.00	Road/Street	MAKHMALABAD ROAD
0030063301 Registration Fee	30000.00	Area/Locality	NASHIK
		Town/City/District	
		PIN	4 2 2 0 0 3
		Remarks (If Any)	PAN2=CCGPS1993A~SecondPartyName=RAJESH SAH~CA=4480000~Marketval=3800000
		Amount In	Two Lakh Ninety Eight Thousand Eight Hundred Rupee
Total	2,98,800.00	Words	s Only



Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No.
Cheque/DD No.		00040572024100952105	CK00EDEJL2
Name of Bank		Bank Date	RBI Date
Name of Branch		09/10/2024-11:24:18	Not Verified with RBI
		Bank-Branch	STATE BANK OF INDIA
		Scroll No. , Date	Not Verified with Scroll

Department ID : Mobile No. : 9890048816  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-395-13158	0005233440202425	09/10/2024-13:19:35	IGR315	30000.00

GRN : MH009491549202425E Amount : 2,98,800.00

Bank : STATE BANK OF INDIA

Date : 09/10/2024-11:16:36

2	(IS)-395-13158	0005233440202425	09/10/2024-13:19:35	IGR315	268800.00
Total Defacement Amount					2,98,800.00

नसलन-६
दस्ता क्र. १९३९५ (१२०२४)
७०-७२



395/13158

बुधवार, 09 ऑक्टोबर 2024 1:22 म.नं.

दस्त गोषवारा भाग-1

नसन5

09/10/24

दस्त क्रमांक: 13158/2024

दस्त क्रमांक: नसन5 /13158/2024

बाजार मूल्य: रु. 38,00,000/-

मोबदला: रु. 44,80,000/-

भरलेले मुद्रांक शुल्क: रु.2,68,800/-

दु. नि. सह. दु. नि. नसन5 यांचे कार्यालयात

पावती:16980

पावती दिनांक: 09/10/2024

अ. क्र. 13158 वर दि.09-10-2024

सादरकरणाराचे नाव: राजेश साह

रोजी 1:18 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1440.00

पृष्ठांची संख्या: 72

एकुण: 31440.00

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम विभागाक वर्ग-२  
Joint Sub-Registrar Nashik 5  
नाशिक-५.

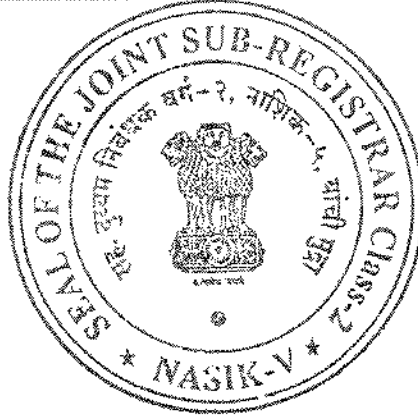
सह. दुय्यम विभागाक वर्ग-२  
Joint Sub-Registrar Nashik 5  
नाशिक-५.

दस्ताचा प्रकार: अॅग्रीमेंट टू सेल

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

शिक्रा क्र. 1 09 / 10 / 2024 01 : 18 : 08 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 09 / 10 / 2024 01 : 19 : 03 PM ची वेळ: (फी)







09/10/2024 1 28:15 PM

दस्त पोषद्वारा भाग-2

नसम5

02102

दस्त क्रमांक:13158/2024

दस्त क्रमांक :नसम5/13158/2024

दस्ताचा प्रकार :-ऑनलाईन टू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मे.धात्रक कन्स्ट्रुवेल पार्टनरशिप फर्म तर्फे पार्टनर नितीन हरिभाऊ धात्रक यांचे तर्फे वि.सु.म्हणून ओमकार नितीन धात्रक पत्ता:प्लॉट नं: प्लॉट नं.१७९, माळा नं: -, इमारतीचे नाव: पार्वतीय बंगलो, ब्लॉक नं: महात्मा नगर,नाशिक, रोड नं: एफ रोड, महाराष्ट्र, णाम्:ईक. पिन नंबर:AAHFD8335J	लिहून घेणार वय :-30 स्वाक्षरी:-		
2	नाव:राजेश माह पत्ता:प्लॉट नं: प्लॉट नं.०८, माळा नं: -, इमारतीचे नाव: शिव गणेश अपार्टमेंट, ब्लॉक नं: विठ्ठल रुख्मिणी कार्यालयजवळ,पंचवटी, रोड नं: नाशिक, महाराष्ट्र, णाम्:ईक. पिन नंबर:CCGPS1993A	लिहून घेणार वय :-48 स्वाक्षरी:-		
3	नाव:सरिता कुमारी (लग्ना अगोंदरचे नांव) सरिता राजेश माह(लग्ना नंतरचे नांव) पत्ता:प्लॉट नं: प्लॉट नं.०८, माळा नं: -, इमारतीचे नाव: शिव गणेश अपार्टमेंट, ब्लॉक नं: विठ्ठल रुख्मिणी कार्यालयजवळ,पंचवटी, रोड नं: नाशिक, महाराष्ट्र, णाम्:ईक. पिन नंबर:DCFPK0231K	लिहून घेणार वय :-37 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत ऑनलाईन टू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिक्रा क्र.3 ची वेळ:09/10/2024 01:27:33 PM

सह. दुय्यम निबंधक वर्ग-२  
मदर इमम दुय्यम निबंधक यांच्या आठोड्यांचे अंमलदस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:अॅड.ललित रामदाम दरगोडे वय:47 पत्ता:जिल्हा न्यायालय,नाशिक पिन कोड:422001		

शिक्रा क्र.4 ची वेळ:09/10/2024 01:27:49 PM

सह. दुय्यम निबंधक वर्ग-२

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DHATRAK CONSTRUWELL	eChallan	00040572024100952105	MH009491549202425E	268800.00	SD	0005233440202425	09/10/2024
2		DHC		1024099903369	1440	RF	1024099903369D	09/10/2024
3	DHATRAK CONSTRUWELL	eChallan		MH009491549202425E	30000	RF	0005233440202425	09/10/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

प्रमाणित करण्यात येते की,

13158 /2024

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For feedback, please write to us at feedback.isarita@chall.com

वर नोंदला.

दि: ०९ माहे १० सन २०२४

(सज्जद आझाड)

सह. दुय्यम निबंधक वर्ग-२  
नाशिक-५.