

340/11471

Friday, November 22, 2024

5:37 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 14149

दिनांक: 22/11/2024

गावाचे नाव: आडगांव

दस्तऐवजाचा अनुक्रमांक: नसन3-11471-2024

दस्तऐवजाचा प्रकार: ऑग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: सुनिल गणेश पंडित

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 53

रु. 19990.00

रु. 1060.00

एकूण:

रु. 21050.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:56 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

वाजार मुल्य: रु.1731000 /-

मोवदला रु.1998369/-

भरलेले मुद्रांक शुल्क : रु. 120000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1060/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124229906438 दिनांक: 22/11/2024

वॅकचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.19990/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011360986202425E दिनांक: 22/11/2024

वॅकचे नाव व पत्ता:


Sundit

मुळ दस्त परत केला
व सही घेतली.



CHALLAN
MTR Form Number-6



GRN	MH011360986202425E	BARCODE	[Barcode]		Date	21/11/2024-13:30:05	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	CYNPP5992B			
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR			Full Name	Sunil Ganesh Pandit			
Location	NASHIK							
Year	2024-2025 One Time			Flat/Block No.	Flat No - B - 703 - SHUBHARAMBH			
Account Head Details			Amount In Rs.	Premises/Building				
0030046401	Stamp Duty		120000.00	Road/Street	Adgaon Shiwar Panchavall			
0030063301	Registration Fee		19990.00	Area/Locality	Nashik			
				Town/City/District				
				PIN		4	2	2 0 0 3
				Remarks (If Any)	PAN No. [Stamp] and Party Name = Jaikumbar Constructions Ltd-			
								
Total			1,39,990.00	Amount In Words	One Lakh Thirty Nine Thousand Nine Hundred Ninety Rupees Only			
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572024112178870	CK00FAMLG9	
Cheque/DD No.				Bank Date	RBI Date	21/11/2024-13:32:22	Not Verified with RBI	
Name of Bank				Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

नसम-३
सतक्र. २१०६३३०१
१.५२

Zone - Adgaon - 2.11

Govt. Valuation Rs. 17,31,000/-

Stamp Rs. 1,20,000/-

Govt. Rate per Sq. Mtr. Rs. 35,280/-

Consideration Rs. 19,98,369/-

Registration Fee Rs. 19,990/-

||Shree||

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made & executed on this 21st day of November in the Christian year Two Thousand Twenty Four, at Nashik.

Signature

नसम-३
दस्त क्र. (११०७६१०२४)
२-५०



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1124229906438	Date 22/11/2024
Received from Jaikumar Constructions Limited, Mobile number 7248962474, an amount of Rs.1060/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 22/11/2024
Bank CIN 10004152024112206069	REF No. 432752983899
This is computer generated receipt, hence no signature is required.	



नसम-३
दस्ता क्र. (२०२१/२०२१)
७-५२



BETWEEN

M/S. JAIKUMAR CONSTRUCTIONS LIMITED.,

a public limited company registered under the Companies Act, 2013 vide CIN: - U45100MH2020PLC338134 and having its registered office at Parksyde Homes, Survey No. 256(P), Opp Rasbihari International School, Hanuman Nagar, Panchavati Annex Nashik 422003

Pan No. AAECJ7816J

Through its Director

Shri. Hiten Haridas Rajkotia

Age : 52 Years, Occupation :- Business & Agriculturist,

Office At - Survey No. 256+257 Opp. Rasbihari International School,

Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati, Nashik-422003.

Hereinafter referred to as THE PROMOTER/ OWNER/DEVELOPER (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Company, its directors, its successors-in-title or the company or companies in which the said company may be merged or amalgamated) of the FIRST PART

AND

1]Mr. Sunil Ganesh Pandit

Age - 27 Years, Occupation - Service

Pan No - CYNPP5992B

Mobile - 8329816622, 8796883058

B/R/o. Flat No. 08, Sai Arvind Apt, Peth Makhmalabad Link Road, B/h Navin Market Yard, Karna Nagar, Panchavati, Nashik, Maharashtra, India PIN: 422003

Hereinafter referred to as THE ALLOTTEE/PURCHASER (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns)OF THE OTHER PART

WHEREAS

A] All that piece and parcel of Non Agricultural plot area admeasuring 3572.00 Sq. Mtrs from Plot No.4/5 bearing Gut No.309/1/2/3 lying and situated at village Adgaon, within the limits of Nashik Municipal Corporation, Nashik, Tal and Dist. Nashik, and more particularly described in Schedule-I hereunder is owned by the Owner herein having purchased the same by sale deed which is described in details as follows (hereinafter referred to as "The Project Land")



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५.५२



In the manner described hereinabove the Owner M/s. Jaikumar Constructions Ltd. herein came to be the owner of all that piece and parcel of plotted area admeasuring 3572.00 Sq. Mtr. from Plot No. 4/5 out of Gut No.309/1/2/3 lying and situated at Village Adgaon, Tal and Dist. Nashik. The owner of plot is hereinafter referred to as the "Promoter/Owner of Project Land or Scheduled Property", (more particularly described in First Schedule hereunder) and the project to be developed by the owner on the said entire Project Land is hereinafter referred to as the "Project Land".

B] Being a builder the Promoter/Owner is entitled and enjoined to construct buildings on the project land in accordance with the recitals herein below.

C] The following things regarding the title to the said property:-

- (i) Any covenants affecting the said property. (As mentioned in the Development Agreement/Sale deed)-Not Applicable
- (ii) Any impediments attached to the said property. As mentioned in the Development Agreement/ Sale deed) – Not Applicable
- (iii) Number and area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property- Not Applicable
- (iv) Details of illegal encroachment on the said property- Not Applicable
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained- Not Applicable
- (vi) Details of mortgage or lien or charge on the said property- Not Applicable

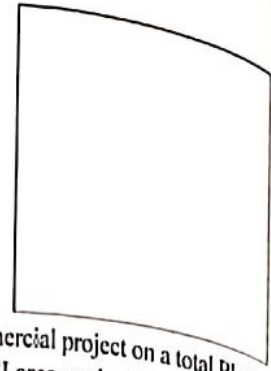
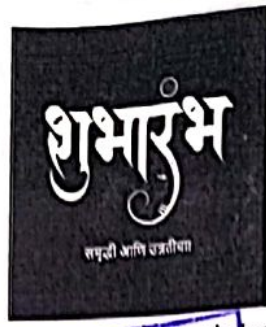
D] The following are the Non- Agricultural permissions obtained from Competent authority i.e. District Collector, Nashik:-

- i) District Collector, Nashik initially issued N.A. order for residential purpose vide No. Kra.Maha/Kaksha-3/4/Bi.Se.Pra.Kra./43/2012 Nashik Dt. 21/12/2012.
- ii) Tahasildar Nashik vide order No. Kra.R.T.S./42/B/S.R./164/2022 Nashik Dt. 15/12/2022 permitted to use area admeasuring 208.56 Sq. Mtrs from residential purpose to commercial purpose.

E] AND Whereas M/s.Jaikumar Constructions Ltd prepared building plan on plotted area admeasuring 3572.00 Sq. Mtr.from Plot No.4/5 out of Gut No. 309/1/2/3 lying and situated at Village Adgaon, Tal and Dist.Nashik. and obtained commencement certificate from Nashik Municipal Corporation, Nashik vide Letter No. LND/BP/C2/249/2021 dt. 28/07/2021. Promoter has completed construction of Ground and First to Fourth Floor from building/wing-B and Nashik Municipal Corporation, Nashik has issued part completion certificate vide their letter No. Javak Kra./NaNiVi/C2/31221/2023 dt. 16/02/2023. And Promoter has also completed construction of Fifth Floor to Fifteenth Floor from building/wing-B and Nashik Municipal Corporation, Nashik has issued part completion certificate vide their letter No. NMCB/PO/2024/APL/00140 dt. 04/04/2024.

And Promoter has also completed construction of shops on Ground Floor and residential flats/apartments from First to Fourth Floor from building/wing-A and Nashik Municipal Corporation, Nashik has issued part completion certificate vide their letter No. Javak Kra./NaNiVi/ C2/31859/2023 dt. 27/07/2023.

F] Nature and Particulars of the entire scheme are as under –



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a) The Promoter is developing a Residential+commercial project on a total Plotted area measuring 3572.00 Sq. mtrs. by using FSI area against D.P. Road. The Promoter/Developer will complete the construction for two buildings in accordance with the approved building plan, which consists of building/wings-A and B. The promoter/developer has decided to construct residential units in buildings/wings-A and B. Building Wing-A consists of 60 apartment/units/flat and 7 shops on the ground floor. And Building/Wing- B consists of 120 apartment/unit/flat.

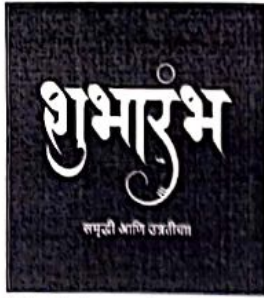
b) To fulfil the clause no. 3.8 of UDCPR, and as per condition no. 45, of the Commencement Certificate no. LND/NP/C11594/2020 dtd 29/01/2020 and Condition No. 52 of the Commencement Certificate No. LND/BP/C2/579/2021 dt 01/11/2021 as approved by Nashik Municipal Corporation, Nashik, 152 flats/units were offered to Mhada for the purpose of deciding the sale price and terms for the sale of the said flats to the prospective buyers as per the rules; (i.e. 32 flats from A wing situated on the 2nd floor to the 9th floor and 120 flats from B wing situated on the 1st floor to 15th floor). The Promoter is selling the said flats as per Mhada guidelines and at the price decided and informed by Mhada which is a much lesser price as compared to the prevailing market rates. Mhada has issued NOC for the same which is attached herewith.

c) The Promoter/Developer undertakes to register said two buildings with the competent authority established under Real Estate Regulatory Authority. Accordingly Building/Wing No. A and B is registered vide No P51600030396. And there will be residential buildings/wings Viz -A and B. And will also construct commercial units on the ground floor in building/wing-A, as per sanctioned building plan.

d) And whereas the title of the Owner and promoter/Builder/Developer in respect of the entire plot area, constructed buildings/wings along with the common area, amenities, and facilities, shall be conveyed in favor of Association of Apartment Owners/Company/Society within the stipulated time period from the date of issue of occupancy certificate to the last building/wing in the entire layout/project.

G) And whereas the Promoter has sole and exclusive right to sell the Apartments/Shops in the Building/s and enter into an agreement/s with the Allottee/s thereof and to receive the consideration in respect thereof by following all norms of government of Maharashtra, and other authorities mentioned herein above. As per the Development Control Rules applicable to the said project, the Promoter has to pay/paid premium etc. for obtaining sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc the Flats/ Apartments/ Shops by entering into agreements and to receive the consideration in respect thereof.

H) And whereas the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings, however, the Promoter has reserved his right to change the aforesaid Architect, Structural Engineer at its sole discretion if so required, before the completion of the said Entire project inter alia including the said Project and appoint new Architect or Structural engineer



नसम-३
दत क्र. (२७७६/२०२४)



I] And whereas by virtue of the Sale Deed, the Promoter has sole and exclusive right to sell the Apartments in the said buildings to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

J] And whereas on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect Mr. Umesh Bagul as Project Architect and Mr. Shailesh P. Dhumne, Nashik as Structural Consultant 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, 2017 made there under. Provided the Promoter has also permitted the Allottee to carry out independent search by appointing his/her own Advocate and to raise any further queries, regarding the title, rights and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the owners to the said Entire project land, and the rights and authority of the Promoter to develop the project. The allottee/purchaser has visited at the site where the sample flat is ready for inspection. And Allottee/purchaser is satisfied with the said sample flat.

K] And whereas the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of extract of Village Forms VII and XII 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 marked as 'Annexure 'A' and 'B' respectively.

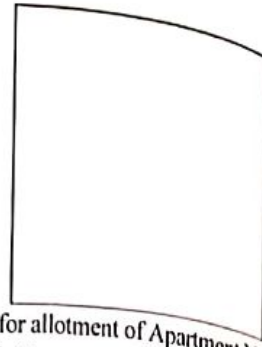
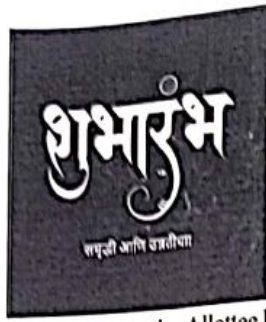
L] And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure- 'C-1'.

M] And whereas the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority and specifications are decided by the promoter and have been annexed and marked as Annexure-'D'

N] And whereas the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the Building Completion Certificate or Occupancy Certificate of the said Building/s and other balance approvals from various authorities from time to time.

O] And whereas while sanctioning the said plans concerned local authority and/or Government had 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.

P] And whereas the Promoter has accordingly commenced construction of the said building/s in accordance with the proposed plans on the total project area admeasuring 3572.00 Sq. mtrs specifically mentioned in First Schedule mentioned herein below. The Promoter/Developer plans to complete the construction in accordance with the Approved Plan, building/wing-wise.



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दस्ता क्र. (2028)



Q] And whereas the Allottee has applied to the Promoter for allotment of Apartment No. 703 on 7th Floor (hereinafter referred to as the said "Apartment") situated in the Building/Wing No. 703 (hereinafter referred to as the said "Building/Wing") Said description of the apartment specifically mentioned in Second Schedule of the property.

R] AND WHEREAS the carpet area of the said Apartment is 37.57 Sq. Mtrs and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for the exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

S] 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;

T] AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. Total Rs. 2,00,369.00/- (In Words Rupees: Two Lakhs Three Hundred Sixty Nine Only) Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

U] AND WHEREAS the promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai accordingly Building/Wing No.- A and B are registered vide no. P51600030396 Said authenticated copy of the registration is attached hereto and marked as Annexure- 'F'

V] 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 Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

W] 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 Allottee hereby agrees to purchase the Apartment.

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

I. The Promoter has started to construct the said building/Wing /s as mentioned above and building/wing-A consists of Commercial units/shops on ground floor plus Parking plus proposed Fifteen residential upper Floors. Whereas, currently commercial units on ground floor plus parking plus Fifteen Floors have been sanctioned, building/ wing-B consists of Parking plus proposed Fifteen Floors. Whereas, currently, parking plus Fifteen Floors has been sanctioned on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/unit of the Allottee except any alteration or addition required by the Government authorities or due to change in law.



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दस्त क्र. (१००९/२०२४)
५२



1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Unit No. 703 of carpet area is 37.57 Sq. Mtrs and the area of the enclosed Balconies / Useable area is 7.01 Sq. Mtrs. thus total carpet area of the Apartment including the said enclosed balcony is 44.58 Sq. Mtrs. on 7th Floor in the building/wing No.- Wing B (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked as Annexure-C-1 for the consideration of Rs. 19,98,369.00/- (Rupees: Nineteen Lakhs Ninety Eight Thousand Three Hundred Sixty Nine Only) including the price of 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 herein below and annexed herewith.

The Promoter has utilized FSI/TDR and paid premium to the NMC/any competent authority for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment.

1.(b) The Total aggregate consideration amount for the apartment is thus Rs. 19,98,369.00/-Rupees: Nineteen Lakhs Ninety Eight Thousand Three Hundred Sixty Nine only)

1.(c) The Allottee has paid on or before execution of this agreement a sum of Total Rs. 2,00,369.00/- (In Words Rupees: Two Lakhs Three Hundred Sixty Nine Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of 17,98,000.00 Rupees: Seventeen Lakhs Ninety Eight Thousand in the following manner:-

10.00 % of the total consideration amount at the time of Booking+.

20.00 % of the total consideration amount at the time of After Execution of the Agreement, Start Of Escavation work..

15.00 % of the total consideration amount at the time of On completion of the plinth of the Wing.

7.00 % of the total consideration amount at the time of On The Completion of Casting of 4th Slab.

8.00 % of the total consideration amount at the time of On The Completion of Casting of 8th Slab.

10.00 % of the total consideration amount at the time of Completion of the slabs of the wing.

2.00 % of the total consideration amount at the time of On Completion of Brick work & Internal Plaster.

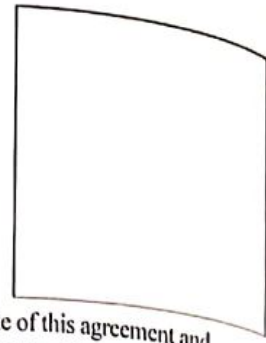
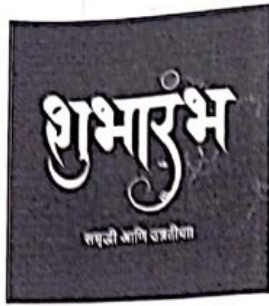
5.00 % of the total consideration amount at the time of On Completion of External Plaster & External Plumbing ,Elevation, Terraces with Water Proofing of th.

6.00 % of the total consideration amount at the time of On completion of Staircases , Lift wells, Lobbies up to the Floor level of the Said apprtment.Floori.

12.00 % of the total consideration amount at the time of On completion of Lifts , Water Pumps , Electric Fitting , EC requirements, Paving of Areas, Sanitary.

5.00 % of the total consideration amount at the time of At the time of handing over the Possession of the flat on or after receipt of Completion certificate.

100% Total amount of Rs.19,98,369.00/- (Rupees: Nineteen Lakhs Ninety Eight Thousand Three Hundred Sixty Nine /- (Rupees Only)



The following amounts are received on and before the date of this agreement and balance amounts of payment shall be payable by the allottee/purchaser as per the above payment schedule.

100000.00 /-

In Words Rupees: One Lakh only paid by Cheque No. 000011 Dated Oct 20, 2024 HDFC BANK LIMITED drawn on NASHIK Branch

100369.00 /-

In Words Rupees: One Lakh Three Hundred Sixty Nine only paid by Cheque No. 000014 Dated Nov 20, 2024 HDFC BANK LIMITED drawn on NASHIK Branch

Total Rs. 2,00,369.00 /-(In Words Rupees: Two Lakhs Three Hundred Sixty Nine Only)

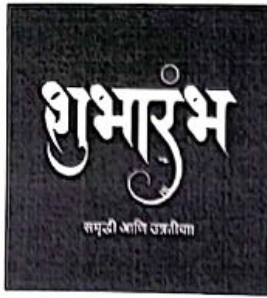
नाशिक
दस्त क्र. () 2024
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The promoter has acknowledged the receipt of the same subject to clearance of all cheques.

1(d) The total price above includes Goods and Services Tax ("GST"), if any, payable on providing service of construction of residential complex or any other indirect taxes, levies, cess, duties, statutory charges which may be levied on the amount payable under this agreement. The amount of said taxes and levies would be collected from the Allottee / Purchaser and will be paid to the government authority by the Promoter. Presently, GST is levied at the rate of 1.5% (Central GST 0.75 % + Maharashtra GST 0.75 %) on two-third value i.e. effectively 1% of the total consideration amount for apartments/units/flats admeasuring less than or equal to 90 square meter RERA carpet and where the consideration amount is less than or equal to INR 45, 00,000. In all other cases, GST is levied at the rate of 5% on the consideration amount. The same is payable on the amount of consideration due as per agreed slabs or on actual receipt, whichever is earlier. Based on the above, the amount of GST payable as per the extant law is **Rs.0.00/(Rupees Rupees: ZeroOnly)** The same is only indicative in nature and actual GST payable would depend on the law in force on the due date/date of actual payment as the case may be.

1(e) 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 Allot tee 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 Allottee, which shall only be applicable on subsequent payments.



नसम-३
दस्ता क्र. (२०२४)
११-५२



1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 beyond the three percent variation in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase beyond the three percent variation in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

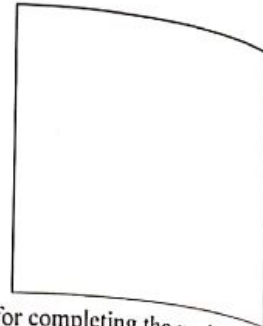
1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust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

1(i) All the Allottees in the said scheme are aware that the common parking area is provided on the ground floor for parking their vehicles as per the approved building plan from Nashik Municipal Corporation, Nashik. Said common parking area will be used by the allottee/purchaser on first come first serve basis or as mutually decided by all the allottee/purchaser/association

2.1 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 at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) hereinabove. ("Payment Plan").

3. The Promoter hereby declares that the total Floor Space Index available as on date in respect of the project land is **14329.70** square meters out of which currently consumed 11761.86 Sq.Mtr. only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **(2.50)** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.



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4.1 If the Promoter fails to provide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the delayed payments made by the Allottee for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, for all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be titled to terminate this Agreement. Provided further that upon the termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on Dec 31, 2024. If the Promoter fails or neglects to give possession of the Apartment to the Allottee 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 Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mention in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or Competent Authority/Court.



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7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within fifteen days up to three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments is/are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee 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 allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of completion certification.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of all Allottee of all buildings. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Association or Society or Limited Company all the right, title and interest of the Promoter and/or the owner in the said structure of the Building or buildings or wings along with the entire plot area in which the said Apartment is situated.

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9.2 The Promoter shall, within three months of registration of the Association of Apartment Owners or the Society or Limited Company, as aforesaid, cause to be transferred to the Association of all apartments all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which wings or buildings are constructed.

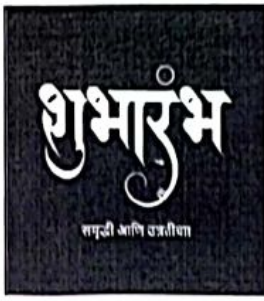
9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or building or wing is executed in favour of the association society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or buildings/wings the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the association or Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited **Rs. 1,00,000.00/- (In Word Rupees: One Lakh Only)** as maintenance deposit for the following purposes towards the advance of maintenance deposit of the common areas, facilities & amenities. The promoter admits that the said amount shall be transferable and inheritable along with the apartment/unit of allottee/purchaser.

- (i) For share money, application entrance fee of the Society or Limited Company/ Association of Apartment.
- (ii) For formation and registration of the Society or Limited Company or association.
- (iii) For proportionate share of taxes and other charges/levies in respect of the association or Society or Limited Company
- (iv) For repair, maintenance of all common area, spaces, buildings/wings, common services, facilities and project area and replacement of any plant and machinery.

It is hereby agreed between the parties to this Agreement that unless the payment of aforesaid amount is received by the Promoters or the person/Agency/Company/ Association appointed by the Promoters from the Purchasers, possession of the said apartment/unit Premises shall not be delivered.

11.1 The Purchaser shall pay to the Promoter/person/Agency/Company/Association appointed by the Promoters maintenance charges of **Rs. 20208/- (In Words Rupees Rupees: Twenty Thousand Two Hundred Eight Only)** plus GST as applicable from time to time per year in the form of 1 current dated and 5 post-dated cheques towards yearly maintenance charges of the said apartment/unit prior to possession of the said apartment/unit by the Promoter to the Purchaser and Purchaser do hereby undertake to honor all the cheques.



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11.2 The apartment Purchaser shall be liable to bear and pay from the date of the completion certificate of said apartment or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoing in respect of the said apartment and building/s namely maintenance charges or such other levies levied by the concerned local authority and or Govt. NA taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said building/s and its common areas.

11.3 The amounts collected by the Promoter/person/Agency/Company/Association appointed by the Promoters under the provisions of this agreement. The purchaser shall not be entitled to demand any interest on the said amounts/deposit.

11.4 It is hereby agreed that the Promoter appointed agency shall maintain the building/s out of the advance received from the apartment Purchaser. Such agency appointed for maintenance shall continue to maintain the property on the same terms as with the promoters even after the handing over of the charge to the Association of Apartments. The Association of Apartment shall however, once the term of the contract with the agency has come to an end, be entitled to renew or terminate the contract of the agency and appoint a new agency.

11.5 It is specifically agreed by and between the parties hereto that even if before completion of the entire scheme or sale of all units the Association shall be registered/formed, even then for the unsold premises/apartments/units the Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head. The allottees of such unsold units shall be liable to pay maintenance from the date of Agreement for Sale or delivery of possession whichever is earlier.

11.6 If any other tax, cess, security deposit, in addition to the above-mentioned payments, is/are demanded by the Government or semi Government authority, Nashik Municipal Corporation the same shall be borne and paid by the Purchaser along with the Purchaser of all other premises in the said Building/ Buildings in proportion to the area of their respective premises and the Purchaser shall pay his/ her/ their proportionate share therein before taking possession of the said apartment.

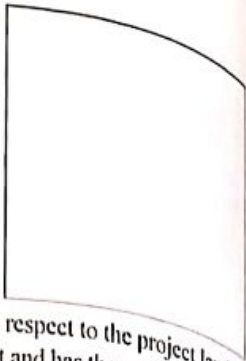
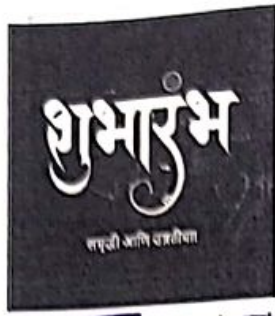
11.7 It is agreed between the promoters and the purchaser that the monthly maintenance charges in respect of the said apartment shall be paid by the purchaser to the promoter and/or Apartment Owners Association punctually. The purchaser hereby specifically agree and admit to pay such monthly maintenance charges @ 8% rise in the then prevailing monthly maintenance charges for each and every financial year.

11.8 It is hereby agreed between the promoter and the purchaser that if the purchaser fail to pay the maintenance amount or any other amount to which he is liable to pay then in that case he shall be liable and responsible to clear the dues with interest @ 24 % p. a. and fine as may be decided / payable from time to time to the Association. It is also made clear that charge of all such overdue amounts with interest and fine shall be deemed to have been created on the said premises automatically. The Association of Apartment shall have sole right of termination of this agreement or recovery with penal interest of the balance maintenance amount from purchaser.

12. At the time of registration of conveyance of project land along with wings/buildings in favour of Association of Apartment at that time the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable to the Association of apartment/promoter.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allot tee as follows:



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The Promoter has legal and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out the project and also has actual, physical and possession of the project land and for the implementation of the Project;

ii. The Promoter has legal rights and requisite approvals from the competent Authorities to carry out the 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 is no litigation 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 laws in relation to the Project, project land, Building/wing and common areas;

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

vi. 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 Allottee under this Agreement;

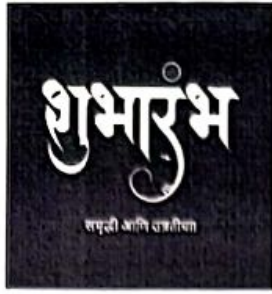
vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

ix. 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;

x. 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.

xi. The promoter has disclosed that the said property will be subject to the provisions of Apartment Ownership Act. The promoter hereby assures and undertake that they will execute and get registered the Declaration Deed of Apartment of all buildings/wings with plot area required under the said Act together with necessary details and specifications, also together with other relevant material and provisions and details. The said declaration will be registered by the promoter as and when required necessary.



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xii. And whereas the Association of Apartment/s will be formed of all the Apartment/Unit and Shop/Office holders from all the buildings/wings along with the entire plot area with all the facilities, amenities etc. The Association of Apartment will be registered under the provisions of the Maharashtra Apartment Ownership Act 1970 and the Real estate regulation act, 2016. Said Association of Apartment will look after the management of the residential +commercial units, amenities, facilities, marginal spaces, area, buildings etc. The members of the Association will be elected by a procedure laid down in the bylaws of the Association.

xiii. The name of the project shall be "Shubhrambh Apartment" and this name shall not be changed without the written consent of the Promoter. The name of the Association shall also be decided by the Promoter at its discretion.

xiv. Title Insurance is mandatory by RERA but the same is not currently provided by any insurance company or State or Central Government. When made available, promoter declares that he will avail of the same by collecting proportionate share of expenses of title insurance from each current and future buyer.

And for under construction part of building promoter had already obtained an insurance policy by paying premiums and charges. On completion of the respective wing, thereafter association of apartment would be responsible to renew such insurance policy from time to time.

xv. It is hereby made clear that as stated herein above the organisation of all the Apartment Allottee/Unit holders for the said Building shall be an Association of Apartment Owners to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be as per the discretion of the Promoter.

xvi. The Promoter may at its discretion and option decide to form a Association separately of each building/wing or jointly of all the buildings/wings in the said property. In the event of separate or more than one Association being formed, the Promoter may decide to form a separate organisation/federation/private trust of such associations to manage the common areas and facilities between the Association. The decision taken by the Promoter shall be final and binding on the Allottee/s.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that 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.

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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 or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated, in case any damage is caused to the building in which the Apartment is situated and the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee 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 Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee 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 and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/ or the Association or Society or the Limited Company.

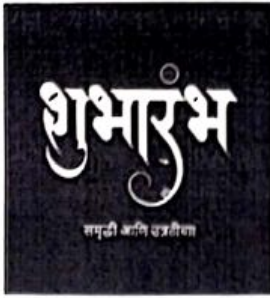
v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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 or 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 Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee 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 Allottee to the Promoter under this Agreement are fully paid up.



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x. The Allottee shall observe and perform all the rules and regulations which the Association of Apartment or Society or the Limited Company 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment / Society/Limited Company/Apex Body/Federation 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 building/wings in which Apartment is situated is executed in favour of Association of Apartment/ Society/Limited Society, the Allottee 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 obstruct the development work for any reason and in any way.

xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.

xiv. If the Allottee shall desire to fit collapsible grill/s / safety door to the balconies then he/she/they shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.

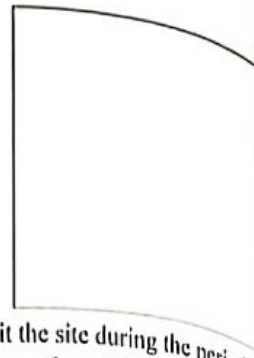
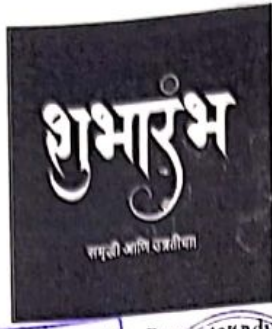
xv. The Allottee shall not dry or hang clothes outside the windows or flat.

xvi. The unit allotted is a residential unit hence the Allottee shall use the same only for the residential purpose.

xvii. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./Town planning/Grampanchayat/N.M.C. or any Concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.

viii. If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.

xix. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatsoever.



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xx. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 18 years of age) to visit the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her/their representative for checking and progress of the work of his/her/their apartment. Allottee and his/her/their family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non-action of the visitors, any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

xxi. The Allottee/s shall not use the elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.

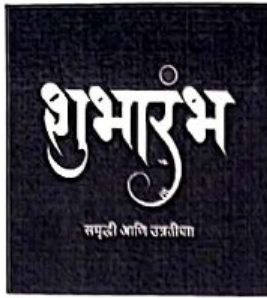
xxii. The Allottee shall not erect dish or other antennae outside the Apartment/building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.

xxiii. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount within the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.

xxiv. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions and the RERA shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.

xxv. It is also understood and agreed by and between the parties hereto that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.

xxiv. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.



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xxvii. The Promoter herein may be constructing the said wing/buildings in parts and it is possible that even after delivery of possession of the said Apartment construction of the remaining phase may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner.

xxviii. The Allottee herein has agreed to purchase the said Apartment as an Investor as laid down in Article 5(ga) (ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga) (ii) of the Bombay Stamp Act, 1958.

17.27 The Promoter may at its discretion and option decide to form an Association separately of each building/wing/phase or jointly of all the buildings/wings in the said property. In the event of separate or more than one Association being formed, the Promoter may decide to form a separate organisation/ federation / private trust of such associations for the management of the common areas and facilities common between the Association. The decision taken by the Promoter shall be final and binding on the Allottee/s.

xxix. It is declared by the Parties that they are all citizens of India and domiciled in India.

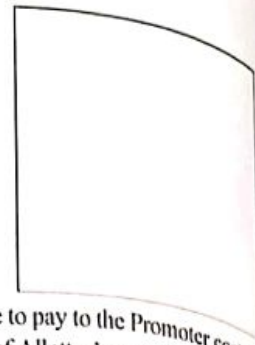
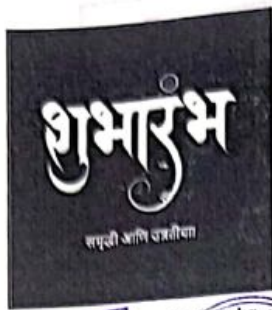
xxx. The Promoter at its discretion and option shall be entitled to enter into agreement with any person/company/agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of the Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme, the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

xxxi. The monthly/yearly contribution towards maintenance mentioned above does not include charges of the water tanker which will be incurred in case of shortage or non-availability of water by the Municipal Corporation or borewell. In that case, the allottee/s or association of allottee/s shall bear the charges of the same.

xxxii. It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation / Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate from the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession

xxxiii. If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter/association of apartment shall be entitled to disconnect or stop the supply to the apartment/unit until the charges are paid.

xxxiv. Reimbursement for expenses of interior works.



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In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common amenities such as water, electricity, etc. for interior works. In security thereof, the Allottee shall pay to the Promoter Rs. 25,000/- (Rs. Twenty Five Thousand only) which will repaid after completion of the interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehaviour or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

xxxv. Allottee /purchaser admits and agrees that if he/she/they is to be found involved in any criminal activity such as Criminal breach of trust, misappropriation of public funds, banking funds, robbery, theft, murder, an offence against Govt., an offence against women, involvement in human/women trafficking, involvement in disturbing public peace, the tranquillity of public at large or in Society/Apartment or liable for punishment under any provision of Indian Penal Code, in that case it will be at the sole and unfettered discretion of the Promoter/Builder to cancel the booking or registered Agreement for sale of Apartment/Unit/Flat situated in the building/wing/project.

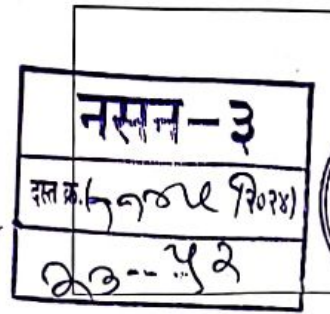
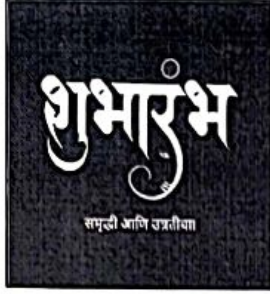
If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

15. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Association of Apartment or Society or Limited Company, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 or of the said Plot and Building or any part thereof. The Allottee shall have no claim, say and except in respect of the Apartment hereby agreed to be sold to him/her/them. And the Allottee shall have no claim, say on all open spaces, common parking spaces, lobbies, staircases, terraces recreation spaces, said spaces will remain the property of the Promoter until the said plotted area/project land along with the buildings is transferred to the Association of Apartment/Society/Limited Company or other body as herein before mentioned.

17. 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 Allottee who has taken or agreed to take such Apartment.



18. BINDING EFFECT

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

19. 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 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/ plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

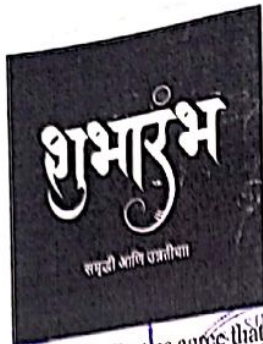
22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES



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 २०४

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

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

26. The Allottee and/ or Promoter shall present this Agreement as well as the conveyance 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.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

1. Mr. Sunil Ganesh Pandit

B/R/o. Flat No. 08, Sai Arvind Apt, Peth Makhamalabad Link Road, B/h Navin Market Yard, Karna Nagar, Panchavati, Nashik, Nashik, Maharashtra, India, PIN: 422003
 Notified Email ID : sunilbhau0356@gmail.com

Promoter Name

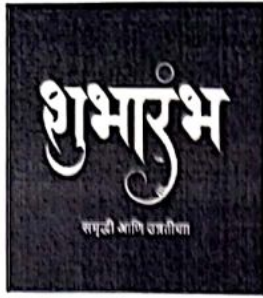
M/s Jaikumar Constructions Limited
 (erstwhile M/s Jaikumar Constructions LLP.)

Promoter Address - S.No.256+257 Opp. Rasbihari International School, Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati, Nashik 422 003.
 Notified Email ID: sales.shubharambh@parksyde.com

It shall be the duty of the Allottee 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 Allottee, as the case may be.

28. JOINT ALLOTTEE

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.



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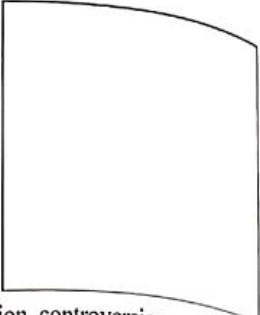


29. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged/credited by the Promoter, only upon purchaser / allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after the end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Noncompliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion/option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest-free deposit with the Developer, which deposit shall refund by the Developer on the allottee producing such certificate within 4 months of the possession. Provided further that in case the allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against receivable from the Allottee/s.

31. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b)(i). The Allottee/s herein has paid stamp duty on carpet area plus 10% or apartment/ unit consideration whichever is higher. The same is calculated for the purpose of stamp duty along with appropriate registration fees and LBT as/if applicable herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Owner/Promoter herein in favour of the Allottee herein in respect of the said apartment/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee.

32. **Dispute Resolution -**



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32.1 In the event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the Notice of Dispute) The authorized representatives of the parties shall co-operate and negotiate in good faith, and attempt to amicably resolve the dispute. The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration wherein both the parties have expressly and mutually agreed to appoint a single arbitrator to be appointed by the Promoter preferably Architect/Advocate of the project as the sole arbitrator in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 and the decision of the sole Arbitrator shall be final and binding. The Arbitration shall take place in Nashik, Maharashtra, and shall be conducted in the English language.

32.2 As mentioned above the dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, there under.

33. GOVERNING LAW

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

34. As the document is in English it was read over and explained to the allottee and the allottee has understood the same and he /she/they admit to the contents of the document. And in case if any dispute arises then this English document will be considered as authenticate.

FIRST SCHEDULE

Total Description of Land Area

All that piece and parcel of Non-agricultural total plot area admeasuring 3572.00 Sq. Mtrs out of Plot No.4/5 bearing Gut No. 309/1/2/3 lying and situated at village Adgaon-1, within the limits of Nashik Municipal Corporation, Nashik, Tal and Dist. Nashik. along with the right of access through and to the layout road/s, internal road, colony road etc. and the boundaries of the plot is as follows :-

- Towards East : Plot No. 6,7 And 8
- Towards West : 18 Mtr. vide D.P. Road
- Towards South : Plot No. 1,2 And 3
- Towards North : 9 Mtr vide road

SECOND SCHEDULE

Description of the said Apartment agreed for sale by this Agreement.



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Apartment No. 703 of carpet area is 37.57 Sq. Mtrs and the area of the enclosed balcony/Useable area is 7.01 Sq. Mtrs. thus total carpet area of the Apartment including the said enclosed balconies area is 44.58 Sq. Mtrs. which is shown on the building plan which is annexure herewith situated on 7th Floor in Building/Wing - Wing B, from the project known as "Shubharambh Apartment" together with the absolute and exclusive right to use, utilize and enjoy the said Apartment along with the right to enjoy common amenities and facilities, etc. in common with all the residential unit holders from Building/Wing- A and B. And said Apartment is bounded as per the approved building plan as shown below:-

- On or towards East :** Flat No B-704
- On or towards West :** Staircase And FLat No B-702
- On or towards South :** Duct And Flat No B-706
- On or towards North :** Marginal Space

THIRD SCHEDULE

Common Areas & Facilities common among Apartment/units in Shubharambh Apartment

1. The plot area described in the First schedule above
2. The footings, RCC structures and main walls of the buildings.
3. Staircase column and lift with lift room in the building/s, fire equipment, common entrance and exits of the building.
4. Common sewage/drainage, water, electrical lines, power backup.
5. Overhead water reservoirs and plumbing machinery, pumps etc.
6. Electrical meters, wiring connected to common lights, lifts, lumps.
7. Two Passenger lifts per wing. (One lift having power backup)
8. Common area lights.
9. Common parking spaces will be available as per sanctioned building plan to park purchasers vehicles subject to arrangements to be done by all the purchasers among themselves for the sake of orderly use and avoidance of disputes.

FOURTH SCHEDULE

Limited common area and facilities among Apartment/units in Shubharambh Apartment.

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace apartments/units shall exclusively belong to such respective apartments/ units is specifically mentioned in purchasers agreement.
3. Other exclusive and limited common areas and facilities as mentioned in the body of this agreement.
4. All areas which are not covered under aforesaid head common, areas and facilities are restricted areas and facilities.
5. Land around building and open areas.

FIFTH SCHEDULE

Common area and facilities common among all wings/buildings to be managed by Shubharambh Association of Apartment owners.

1. Internal marginal spaces/ driveway.
2. Transformer, Common Gray water treatment plant, underground water tank.
3. The above common area and facilities shall be developed, constructed and made operational progressively as per the progress of buildings/wings.

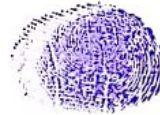


HENCE This Agreement For Sale of Apartment No. 703 situated on 7th floor in Building Wing B, of the project known as SHUBHARAMBH.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED
Promoter / Developer
M/S. JAIKUMAR CONSTRUCTIONS LIMITED,
(Erstwhile known as Jaikumar Constructions
a public limited company,
Through its Director

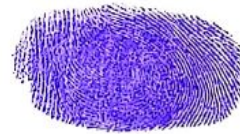
नसम-३
दस्त क्र. (१२०६ १२०२४)



Rajkotia

Shri. Hiten Haridas Rajkotia

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED ALLOTTEE/PURCHASER



Pandit

1. Mr. Sunil Ganesh Pandit

IN PRESENCE OF WITNESSES

1) [Signature]
(Ganesh Ramesh)

2) [Signature]
(Shirish Patil)



नसम-३
दात क्र. (१२०९) / २०१४
२६.५२



Anuradha Mogal-Patil
B.S.L., LL.B. M.L.L. & L.W.
Advocate & Notary

Off : Chamber No. 224/2, District Court, Nashik-422 002.

Resl : Flat No. 101, E-Wing, Rushiraj Harmony,
Near Gangapur Police Station, Gangapur Road,
Nashik-422013. Cell-98222 15150

Title Certificate

All that piece and parcel of Non-agricultural total plotted area admeasuring 3572.00 Sq. Mtrs out of Plot No.4/5 bearing Survey No. 309/1/2/3 lying and situated at Village Adgaon-1, Tal and Dist. Nashik and out of the limits of Nashik Municipal Corporation, Nashik, owned and possessed by M/s. Jaikumar Constructions Limited.

Owner of the above-mentioned property M/s. Jaikumar Constructions Limited has all rights to develop the above-mentioned property and construct multistoried buildings on it.

The above-mentioned property is clear, marketable, and free from all encumbrances.

Hence This Certificate

Dated - 27/07/2023
Place - Nashik



Anuradha Mogal-Patil

Anuradha Mogal-Patil
Advocate and Notary

नसम-३
 वस्तु क्र. ५१०६ (२०२४)
 ३०-५२



गाव नमुना नऊ

धैनिक पावती पुस्तक

महापट्ट शासन (रोखरीद व पावती पुस्तक)

गाव- डांडगाव वासुका-नाशिक

दिनांक ११/१०/२०२४

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एकत्रीकृत जमीन - अहमद

धकनाको	घात वर्ष म्हणजे		स्थानिक उपकर	
	नियत	संकोण	जिल्हा पश्चिम	श्रामिपंपायत
वर्ष २०२१	१०/११/२०२१	१०/११/२०२१	१३.३१	२२/१२
२०२२			६५५	३४३०००

(असली) रकमे १३१३३१.२१२१०२

जिल्हा उपरिष्ठापना
 ता. जि. नाशिक



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 दस्ता क्र. ५७०६ दि. २४/११/२०१८
 ७२-५२



पार - कायमाप - १ (१९९२२८) विकास - मासिक



हा नसम नमुना क्रमांक ३ दिनांक १९/०६/२०१८ १५:०६:३६ AM टीसी क्रिप्टल सत्यापित केसा आहे व नसम नमुना क्रमांक १२ फा वेदा स्वयंप्रमाणित असल्यामुळे ७/१२ अर्पितेवारी हा कोलकाता हाही विवरणाची अवरकण करी.
 अ.१२ कायमाप दि. १९/०६/२०१८ १५:०६:३६ PM. वेबसाइट साठी <http://digilocker.mca.gov.in/> या वेबसाइटवर जाऊन SA11680431678 हा क्रमांक घ्यावा.

नाम नमुना बारा (विकारी मोकती)
[मसमापु पमीन मसदुल अफिकार अतिलेख अति मोकती (तयार करणे व सुविधित केवणे) विषय १९७१ चातील विषय २९]

पार - कायमाप - १ (१९९२२८) विकास - मासिक

मुसामन मसदुल व उपविभाग : १०९/४/२/१/खॉट ४/४/५

विकाखालील केवापा तपशील								लागवडीसाठी उपलब्ध नसलेली प्रमीन		वेग
सर्व	हजान	खाते क्रमांक	विकापा प्रकार	विकापे भाव	पल विधि	अजल विधि	पल विध्यापे साधन	स्वरुप	शेज	वेग
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)

टीप :- सदरची मोक मोबाइल अॅप द्वारे वेगळ आलेली आहे

NASHIK MUNICIPAL CORPORATION

नस ३
दस्तावेज क्र. १२०२४
TO: M/s. Jalkumar Constructions Limited.
C/o. Ar. Umesh Bagal, P. No. 15, E. Engg. Shallesh Dhumane Of Nashik:



NO.LND/BPI C2/249/2021
DATE :- 28/07/2021

Sub :- Sanction of Building Permission & Commencement Certificate on Plot No. 4+5 of S.No.309/1/2/3 of Adgaon Shiwar.

- Ref :- 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan Dated: 28/01/2021 Inward No. C1/BP/476
2) Final Layout/Tentative layout No.57 Date:10/10/2013

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 Purpose as per plan duly amended in --- subject to the following conditions.

CONDITIONS (1 to 54)

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 date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS.
6. Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966.]
7. The balconies, ottas & verandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the 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.

नसम-३
दस्त क्र. ५१२८ (१०२४)
३६-५२



10. Proper arrangement for disposal Imperial water all be made as per site requirements without disturbancy natural gradient of the land fencing to this condition is 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.
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. Whenever necessary Adequate space from the plot u/c are should be reserved for transformer in consultation with M.S.E.B. 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 Environmental Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government CRs.
21. As per order of Urban Development Department of Government of Maharashtra, vide TPS2417/487/pra.kra/217/UD-9/Dt/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/Ram-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. Whenever necessary fanning shall be made and maintained as per provision of UDCPR on site.
25. Provision of rain water harvesting shall be made at site as per Clause no.13.3 of UDCPR
26. Building 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 building identified in Regulation no.6.2.5.1 the building schemes shall also be cleared by the fire officer fire brigade Authority.

C.C. for Plot No. 4+5 of S.No.309/1/2/3 of Adgaon Shlwar.

27. The Building permission is granted on the strength of 'LABOUR code on occupational Safety, Health and working condition, 2016 Therefore all conditions mentioned therein are applicable to this commitment and shall be followed strictly Nashik municipal corporation shall be not responsible for breach of any condition mentioned therein.
28. As per circular No for any TPV- 4308/4102/Pra.Kra.395/08/navvi 11 Date 19/11/2008 for any arithmetical discrepancies in area statement the applicant/Architect/Engineers 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 Rules- 2016 Segregation of dry & wet waste is compulsory construction site should be covered with green Net/ shade Net & in additional necessary production should be taken on reduce air pollution
33. This permission is given on the basis of N.A. order No.43/2012 Dt:21/12/2012 submitted with the application.

रकम 3
रकम क्र. (9502 7028)



Charges Recovery

34. As per order of Hon. Commissioner bearing Non-Natly/Nash/20/2021 dated 12/07/2021 amount of total construction & development charges is Rs.25,32,945/- 1st installment of Rs.6,33,240/- paid vide R.No./B.No.7/1493 Dt:13/07/2021 which is 25% of total construction & development charges IInd installment Rs.8,86,530/- which is 35% of the construction & development charges & applicable interest at the rate of 8.50% per annum shall be paid within two year, IIIrd installment of Rs.10,13,175/- which is 40% of total development charges & applicable interest at the rate of 8.50% per annum shall be paid at the time of occupancy or four year, which is earlier, if fails to pay IInd & IIIrd the installments within specified time then recovery of the installments at the rate of 18% annum as per section 124(E) of MRTP Act is applicable.
35. Rs.-/- is paid for development charges w.r to the proposed land & development.
Vide R.No./B.No.- Dt:-
36. Drainage connection charges Rs.7,90,600/- is paid vide R.No./B.No.61/0027 Dt:13/07/2021
37. Total amount Welfare Cess charges is Rs.24,46,375/- 25% Rs.6,11,595/- is paid vide R.No./B.No. 61/0027 Dt:13/07/2021 as per the Hon Commissioner Order No.20/2021 Dt:12/07/2021 on the strength of Affidavit submitted by the applicant Dt:12/07/2021 is enclosed remaining amount to be paid as per the affidavit.
38. Rs.17,860/- R.No./B.No.23/3108 Dt:13/07/2021 against Treeplantation Deposit.
39. Infrastructure Improvement Charges Rs.7/- is paid vide R.No./B.No. Dt: /2021
40. Charges for "Premium paid FSI" is paid vide Rs.7,72,300/- is paid vide R.No./B.No.34/0026 Dt:12/07/2021
41. Charges for "Premium paid (Ancillary) FSI" is paid vide Rs.46,82,010/- is paid vide R.No./B.No.34/0026 Dt:12/07/2021
42. This Permission is given on the strength of conditions mentioned in the notification issued by of ministry of environment forest & climate New Delhi Vide No. G.S.R 317 (E) Dt:29/03/2016 & The Conditions mentioned therein are 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 Rs. Rs.2,67,585/- is paid vide R.No./B.No.61/0027 Dt:13/07/2021.

Additional Conditions

43. NMC Tax for Vacant plot shall be paid before Completion.
44. This permission is given on the strength of provisional fire NOC from CFO, N.M.C. vide letter No: NMC/FIRE/WS/II/Mixed-07/2021 Dt:28/05/2021 & conditions their in strictly followed.
45. The corrected 7/12 extract of the amalgamated plots shall be produced before Plinth certificate.
46. Commercial N. A. order & N. A. Tax receipt shall be produced before occupancy certificate.

नसत-३
दल क्र. (३३२१/१०२४)
३६-५२



47. Installation of solar assisted water heating system shall be installed as per rule no.13.2 of UDCPR before occupancy Permission.
48. Provision of Grey water reuse shall be made as per UDCPR clause No.13.4.3
49. Total TDR Loaded 1627.08 Sq.mt. which is utilized from DRC No: 947B Dt:25/09/2020 vide formula $1627.08 \times 10580/6900 = 2494.86$ Sq.mt. TDR area utilized from the same.
50. N.O.C From MHADA To be obtained before applying for occupancy.
51. Occupancy Certificate for affordable housing is necessary before applying for occupancy of rest of the Development.
52. EWS/LIG Area 2817.87 sq.m, S.No.256/2to6/6+256/2to6/8 (P)+256/2/ TO 6/1+257/4+257/9+257/11+257/12+P.no.1 to 8, From S.No.256/7 of Shiwar,nashik is & EWS/LIG Area 4328.04 sq.m , S.no. 256/2 to 6/2+256/2 to 6/3+256/2 to 6/4+256/2 to 6/8(P) of Shiwar,nashik Observed in the Proposal.
53. Fanning shall be made and maintained as per the provisions of UDCPR on site.
54. Solid waste management system to be arrangement should be on site.

[Signature]

Executive Engineer
Town Planning Department
Nashik Municipal Corporation, Nashik

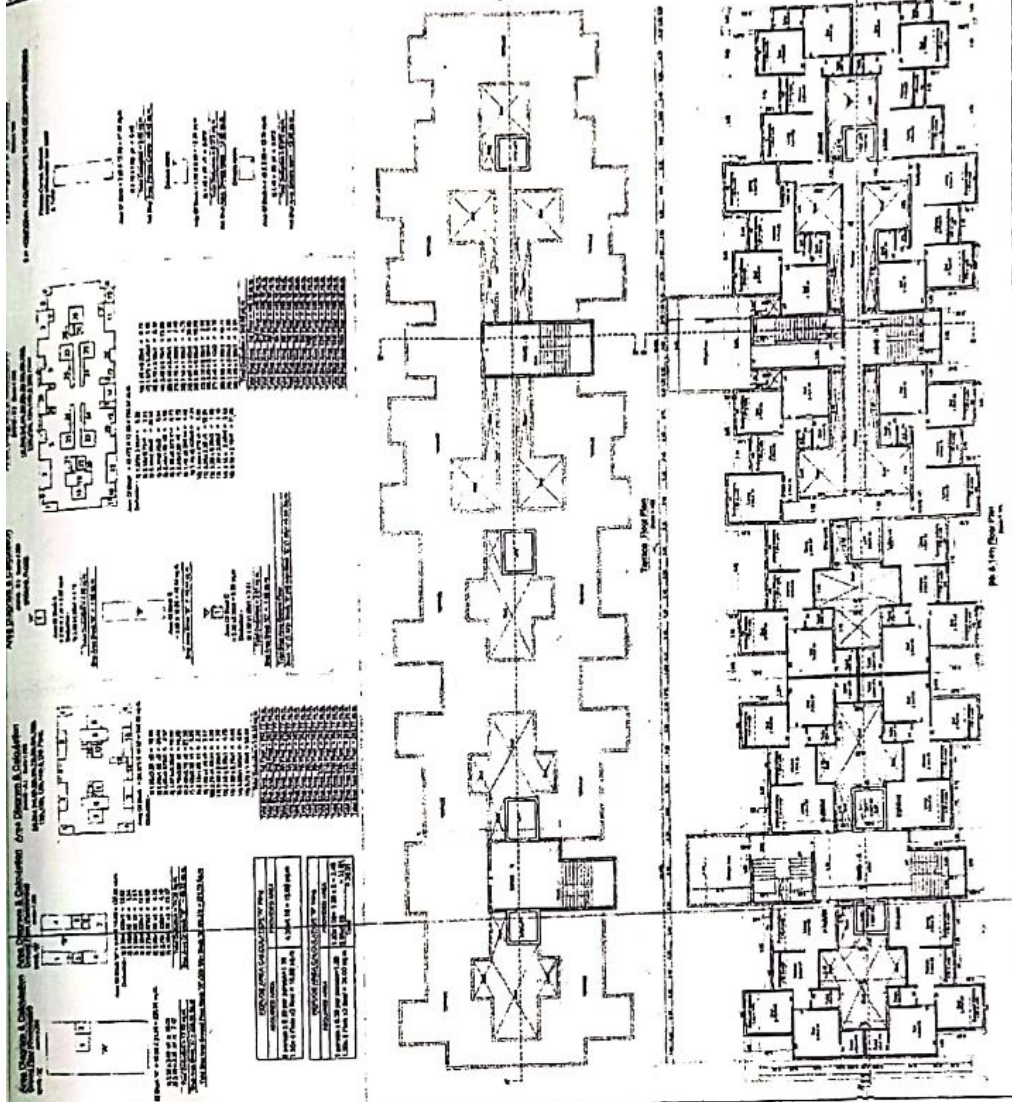
No. LND / BP / 02/249/2021
Nashik, Dt. 28/07/2021
Copy to : Divisional Officer



नसन-३
 दस्त क्र. (११२६/२०२४)
 ३५-५२

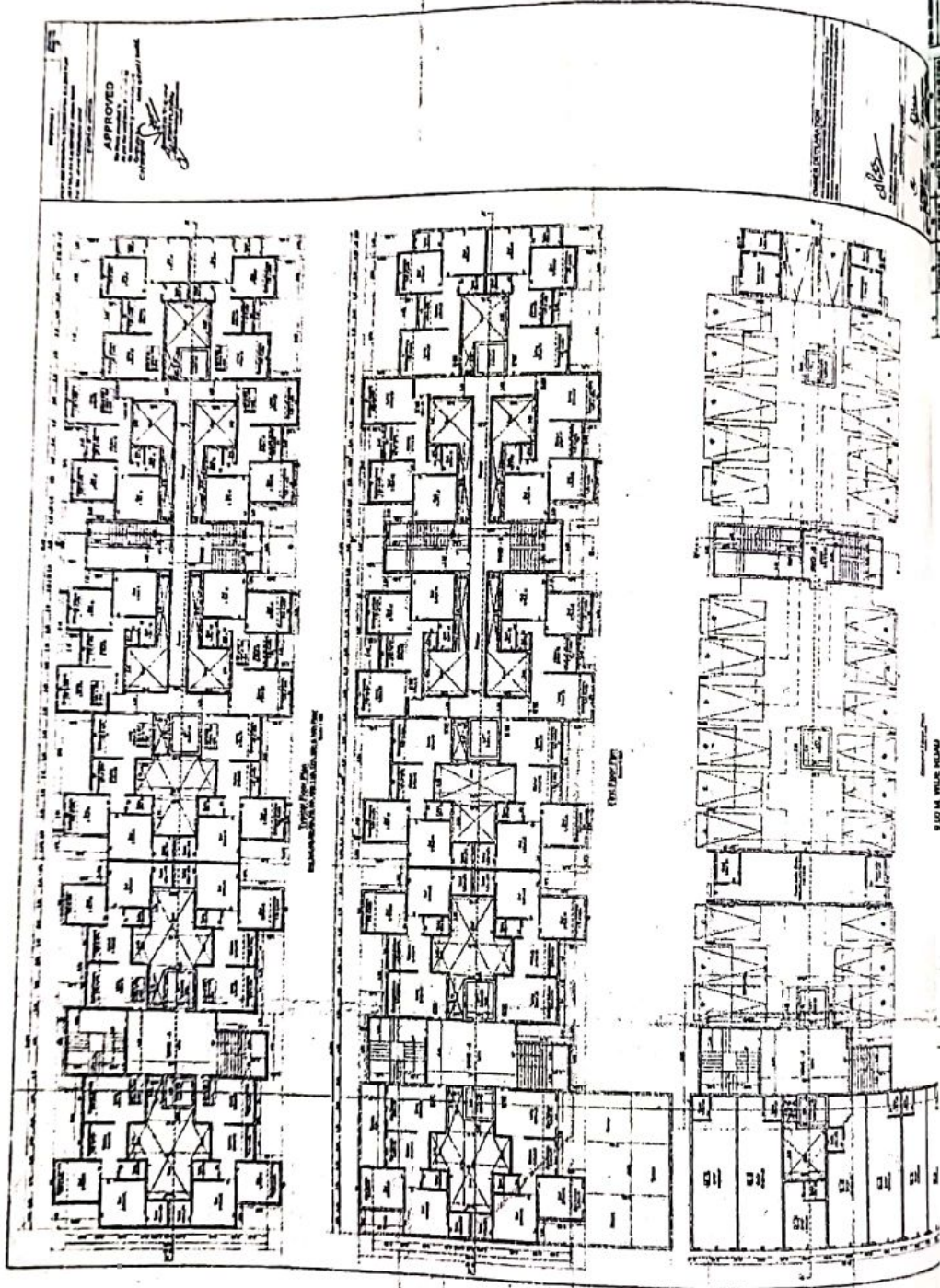


Various administrative stamps and signatures are present at the top of the page, including a 'CHINA REGISTRATION' stamp and several handwritten signatures.



On the left side of the floor plan, there are several vertical columns of text and smaller diagrams. These likely represent specifications, area calculations, or structural notes related to the building plan. Some of the text is in English, while some appears to be in Hindi or another South Asian language.

नसत-३
दस्तावेज क्र. (59/20/92028)
35-42



नसम-३
दस्ता क्र. (५९२०२४)
२०-५२



Annexure - E

Specification and Amenities of the Apartment/ Unit

- 1) **STRUCTURE:** -The Building shall be in R.C.C. frame structure. External & Internal walls are fly ash brick/block masonry.
- 2) **DOORS:** - Door frames shall be of plywood with flush door shutters with standard fittings. The main door shall be laminated with branded S.S. fittings of Godrej or alike make.
- 3) **Windows:** -Powder coated Aluminium sliding windows with SS mosquito mesh, granite windows sill, M.S. safety grills shall be provided.
- 4) **Flooring:** - Vitrified tiles flooring with skirting shall be provided inside the flat. Antiskid tiles flooring shall be provided in toilets. Wall tiling in the bathrooms will be up to the lintel level of reputed makes like Zeal Top, Rak, Johnson, Kajariya, Orient bell, Cera or alike.
- 5) **Kitchen Platform:** - Granite Platform with stainless steel SS Nirali Brand Sink or alike, Glazed tiles dado shall be provided up to lintel level.
- 6) **Finishing:** - Walls shall be finished with sand faced plaster externally and smooth gypsum finish internally.
- 7) **Painting:-**
 - i) **Internal:** - Oil Bound Distemper of Asian Paint, Berger, Jotun or alike.
 - ii) **External:** -Semi Acrylic Paint of Asian Paint, Jotun Berger or alike.
- 8) **Electrical:** - Concealed inverter-compatible electrical wiring shall be provided. Along with branded modular switches of Legrand, Anchor or alike and electrical concealed wiring of Finolex, polycab, Lapp or alike.
 - i) **Living Room:** - 2 Light Points, 1 Fan Point, 1 Plug Point, 1 Bell Point, Telephone Point, TV Point.
 - ii) **Bed Room:** - 2 Light Points, 1 Fan Point, 1 Plug Point.
 - iii) **Kitchen:** - 2 Light Points, 1 Fan Point, 3 Plug Point.
 - iv) **Toilet:** - 1 Light Point, 1 Power Point, 1 Plug Point.
 - v) **Passage:** - 1 Light Point.
 - vi) **Bathroom of Master Bed-Room:** - 1 Light Point, 1 Power Point, 1 Plug Point.
- 9) **Water Supply:** - Water Supply from NMC is through overhead water tank filled by pump from common ground water tank.
- 10) **Sanitary Fitting:** -Premium sanitary ware from Jaquar, Essco, Roca, Parryware or alike and internationally acclaimed astral, Ajay, Finolex CPVC anti clogging chlorine treated plumbing material.
CP Fittings: -Premium CP fittings from Jaguar, Essco, Roca, Parryware or alike.
12. **Grey Water treatment plant.**



Jaikumar Constructions Ltd

(Previously Known as Jaikumar Constructions LLP)
Regd. Office:- Parksyde Homes, S.No. 256(P), Opp. Rasbihari International School, Hanuman Nagar, Panchavati Annex,
Nashik - 422003. Phone No. 0253-2580499. E-mail:- bhojrajayer@gmail.com. CIN:- U45100MH2020PLC338134.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF JAIKUMAR CONSTRUCTIONS LIMITED HELD ON THURSDAY THE 28th DAY OF JULY, 2023 AT 4:00 PM AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT PARKSYDE HOMES, S.NO. 256(P), OPP RASBIHARI INTERNATIONAL SCHOOL, HANUMAN NAGAR, PANCHAVATI ANNEX, NASHIK-422 003.

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and the rules made thereunder, consent of the Board be and is hereby accorded to authorize Mr. Merzyan Hosi Patel (DIN: 05211989), Whole-Time Director and / or Mr. Hiten Haridas Rajkotia (DIN: 05269471) Whole-Time Director of the Company as the authorized representative for the execution of. Agreement for Sale, Sale Deed/ Deed of Apartment, Deed of Declaration, Deed of Cancellation, Deed of Correction or any other necessary document on behalf of the company to do all acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute and get the said deeds registered with Sub Registrar, Nashik in respect of our project named "SHUBHARAMBH" situated at Survey No. 309/1/2/3 Plot no. 4 & 5 lying and situated at Adgaon Shivar, Tal. Dist. Nashik".

RESOLVED FURTHER THAT the acts done by them shall be binding on the company until the same is withdrawn by giving written notice thereof.

RESOLVED FURTHER THAT a copy of this resolution duly certified as true by any of the directors of the company, to be furnished to specified authorities and such other parties as may be required from time to time in connection with the above matter."

//CERTIFIED TRUE COPY//
FOR JAIKUMAR CONSTRUCTIONS LIMITED


Manoj J. Tibrewala
Director


Merzyan H. Patel
Director


Hiten H. Rajkotia
Director


Rohit H. Laddha
Director

Date: July, 28, 2023
Place: Nashik



नस्रन-३
दस्तावेज क्र. १२९/२०२१
०२-५२



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: P51600030396

Project: SHUBHARAMBH, Plot Bearing / CTS / Survey / Final Plot No.: SURVEY NO 309/1/2/3 PLOT NO. 4 AND 8 Nashik (M Corp.), Nashik, Nashik, 422003;

1. Jalkumar Constructions Ltd having its registered office / principal place of business at Tehsil: Nashik, District: Nashik, Pin: 422003.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of 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 (1) 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 20/08/2021 and ending with 31/08/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabh
(Secretary, MahaRERA)
Date: 22-06-2022 17:07:40

Dated: 20/08/2021
Place: Mumbai

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



Nashik Municipal Corporation
PART OCCUPANCY CERTIFICATE



Approval No. : NMCB/PO/2024/APL/00140
Proposal Code : NMCB-24-ENTRY-22452

Building Proposal Number - 248300
Date : 04/04/2024

Building Name : SHUBHARAMBH B WING(Residential) Floor : 5th floor - 1F(495.18 Sq mt),6th floor - 2F(495.18 Sq mt),7th floor - 3F(495.18 Sq mt),8th floor - 4F(495.18 Sq mt),9th floor - 5F(495.18 Sq mt),10th floor - 6F(495.18 Sq mt),11th floor - 7F(495.18 Sq mt),12th floor - 8F(495.18 Sq mt),13th floor - 9F(495.18 Sq mt),14th floor - 10F(495.18 Sq mt),15th floor - 11F(495.18 Sq mt)

To,
M/s Jaikumar Constructions Limited,
P.NO.4+5 IN S.NO.309/1/2/3 AT :-ADGAON,NASHIK.
Umesh Bagul (Architect)

नसन-३
दस्तावेज क्र. १११०२८ १/२०२४
२३-५२



Sir/Madam,
The PART development work / erection re-erection / or alteration in of building / part building No / Name SHUBHARAMBH B WING(5th floor,6th floor,7th floor,8th floor,9th floor,10th floor,11th floor,12th floor,13th floor,14th floor,15th floor) Plot No 4+5, Final Plot No , City Survey No./Survey No./Khasara No./ Gut No. S.no.309/1/2/3, Village Name/Mouje ADGAON, Sector No. , completed under the supervision of Architect, License No CA/93/15997 as per approved plan vide Permission No. LND/BP/C2/249/2021 Date 28/07/2021 may be occupied on the following conditions.

1. Authority will supply only drinking water as per availability
2. All Conditions mentioned in NOC of Tree, Water & Drainage, NOC of the fire department will be binding.
3. It is responsibility of Developer / Society to keep in Operation the system of Solar Water system & Rain Water Harvesting system.(if applicable)
4. It is responsibility of Developer / Society to keep in Operation the system of CCTV, Lift & Organic Waste Disposal.(if applicable)

Occupancy plan is not issued separately along with this letter. Hence, please refer approved plan issued vide Permission No LND/BP/C2/249/2021 Date 28/07/2021

Validity unknown

Digitally signed by: ASHANT RAJAJI PAGAR
Date: 2024.04.04 15:11:41
Reason: Approved Certificate
Location: Nashik Municipal Corporation
Project Code : NMCB-24-ENTRY-22452
Application Number : NMCB/PO/2024/APL/00140
Proposal Number : 248300
Certificate Number : NMCB/PO/2024/APL/00140



QR code for verification of authenticity.

Yours faithfully,
Executive Engineer,
Nashik Municipal Corporation,



नाशिक महानगरपालिका, नाशिक

इमारत वापराचा दाखला
(पूर्ण/भागशाः)

ARC-1008

जायफ क्र./नविचि/सी 2/3922
दिनांक 28/02/2023

No. 31221

श्री./श्रीमती मे. जयप्रकाश कन्स्ट्रक्शन लिमिटेड

प्रकल्पाचा ठिकाण व पत्ता: पार्क साईड होमच्या माठाच्या बाजूला, आडगाव, नाशिक

संदर्भ: आपला दिनांक 28/02/2022 चा अर्ज क्रमांक सी 2/ओ सी/904

महाशय,

दाखला देण्यात येतो की आडगाव शिवारातील / सि.स.नं., स. नं. 30E19/213

प्लॉट नं. 8+5 अं.भू.क्र. - मधील इमारतीच्या तळ पाकिंग + चाश मजले (विंगकी)

मजल्याचे इकडील बांधकाम परवानगी क्र. सी 2/28E/2022 दिनांक 28/02/2022 अन्वये

नविचि	दिल्याप्रमाणे आर्किटेक्ट/इंजि. सुभाषराव श. पुमेश बागुल	रजिस्ट्रेशन क्र. CA/93/15997
दस्त क्र. 9	यांचे निरिक्षणखाली पूर्ण झाली असलेली निवासी/निवसतेल/शैक्षणिक/निवासी -	कारणासाठी खालील
	अटी शर्तीस अधीन राहून इमारतीचा बांधकाम परवानगी देण्यात येत आहे.	
1) एकूण बांधकाम क्षेत्र 9908.68	चौ.मी. या पैकी निवासी 2020.06 निवासेतर -	चौ.मी.
2) एकूण घटई क्षेत्र 9883.62	चौ.मी. या पैकी निवासी 9883.62 निवासेतर -	चौ.मी.

- सदर इमारतीचा वापर निवासी/निवसतेल/शैक्षणिक/निवासी - कारणाकरिताच करता येईल.
- सदर इमारतीत म.न.पा. च्या पूर्व परवानगी शिवाय वापरांमध्ये व बांधकामांमध्ये कोणताही बदल करता येणार नाही, परस्पर वापरात व बांधकामात बदल केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल
- व्हॅकंट प्लॉट / घरपट्टी इंडेक्स नं.
- अग्निशमन विभागाचा अंतिम दाखला क्रमांक: -
- पर्यावरण विभागाचा नाहरकत दाखला क्रमांक: -
- घरपट्टी आकारणी कारणेकामी संबंधित विभागात संपर्क साधावा.

तपासणी फि 2.क्र. 909901 - पा.क्र. 0673 दि. 28/02/2022,
डेव्हीज फि 2.क्र. 800801 - पा.क्र. 90988, दि. 90/2/2023
अन्वये भरलेली आहे.


कार्यकारी अभियंता (नगर)
नाशिक महानगरपालिका, नाशिक

आयकर विभाग
INCOME TAX DEPARTMENT
SUNIL GANESH PANDIT
GANESH NAGURAO PANDIT

भारत सरकार
GOVT. OF INDIA

732
1119925

Account Number
CTPPPS92B



Sunil G. Pandit

Atulkumar Rasiklal Shah
(अतुलकुमार रसिकलाल शाह)
S/O Rasiklal Shah
NEAR KULKARNI GARDEN
30/2 YOGESH APP SHASTRI NAGAR SHARANPUR ROAD
Nashik
Maharashtra - 422002

ADVOCATE
BAR COUNCIL OF
MAHARASHTRA & GOA
HIGH COURT, MUMBAI
☎ : 267 3371, 265 6567




NAME: NITIN RAMBHAU BARVE
RESIDENCE: MADSANGVI, NASHIK.
ROLL No.: Mah/1902/2001.
ENROLLED ON: 13.7.2001.

Nitin Rambhau Barve
SECRETARY

भारत सरकार
Government of India

सुनिल गणेश पंडित
Sunil Ganesh Pandit
जन्म तारीख/DOB: 25/04/1997
पुरुष/ MALE



अधार हा ओळखीचा पुरावा आहे. नागरिकत्व किंवा वधवात्वाचा नाही. हे फक्त पहिल्यांदाच काढता येते. ऑनलाईन प्रतपाहणी किंवा QR कोडचे अडिथिंग आवश्यक आहे.
Aadhaar is proof of identity, not of citizenship or date of birth. It should be used with verification (online authentication, or scanning of QR code / offline KML).

2618 1299 1212
माझे आधार, माझी ओळख

Sunil G. Pandit

नसन-३
दल क्र. १२०२१/२०२४
४५-५२



भारतीय विशिष्ट ओळख प्राधिकरण
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Address:
Ganesh pandit, Flat no 08, Sai arvind apt, Panch mahamahalabad link road., B/h Navin market yard, kama nagar, nashik, Panchavati, Nashik, PO: Panchvati, DIST: Nashik, Maharashtra - 422003



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भारत सरकार
GOVERNMENT OF INDIA

अतुलकुमार रसिकलाल शाह
Atulkumar Rasiklal Shah
जन्म वर्ष / Year of Birth : 1964
पुरुष / Male



3373 5019 4573

आधार - सामान्य माणसाचा अधिकार

म्हाडा
MHADA



नाशिक गृहनिर्माण व क्षेत्रविकास मंडळ,
गृहनिर्माण भवन, गडकरी चौक, नाशिक
फोन क्र.०२५३-२२२९२०२, २२२९२०३

जा.क्र.मु.अ./नाम/डि.बी./ईटी-२७३०/२०२३.
दिनांक : २१/०५/२०२३.

नसन-३

प्रति,
मे.जयकुमार कन्स्ट्रक्शन लि. तुर्फे (१०/०५/२०२४)
संचालक श्री मारजियान होसी पळेकर



विषय :- सा.क्र.३०९/१/२/३, मौजे आडगाव शिवार, नाशिक ता.जि. नाशिक येथील
EWS/LIG प्रवर्गासाठी २०% सर्वसमावेशक गृहनिर्माण अंतर्गत राखीव
सदनिकांची योजना.

संदर्भ :- १. आपला दि.१६/०३/२०२३ रोजीचा अर्ज.
२. आपण या कार्यालयीय सादर केलेले प्रतिज्ञापत्र दि. २१/०४/२०२३.

उपरोक्त विषयास व संदर्भीय पत्र क्र. १ ला अनुसरून कळविण्यात येते कि, २०%
सर्वसमावेशक गृहनिर्माण योजनेतर्गत (Inclusive Housing) स.क्र ३०९/१/२/३, मौजे आडगाव शिवार,
नाशिक ता.जि. नाशिक येथील बांधकाम प्रकल्पातील सदनिका EWS/LIG प्रवर्गासाठी राखीव
ठेवण्यात आलेल्या आहेत.

संदर्भीय पत्र क्र. १ अन्वये आपण मागणी अभावी रिक्त सदनिका खुल्या बाजारात (Open
Market) विकण्यास परवानगी मागितलेली आहे. विकास नियंत्रण नियमावलीतील तरतुदीनुसार
म्हाडा, नाशिक कार्यालयाने आपणास लाभार्थ्यांची यादी ६ महिन्यात पुरविणे क्रमप्राप्त होते.
तथापि, मागणी अभावी लाभार्थ्यांची यादी पुरविणे शक्य झाले नाही.

करिता विषयाधीन योजनेतील EWS/LIG साठी राखीव सदनिका विकास नियंत्रण नियमावली
२०१७ मधील तरतुदीनुसार खुल्या बाजारात (Open Market) अत्यल्प/अल्प उत्पन्न गटाच्या
प्रवर्गासाठी विहित केलेल्या दरानुसार विक्री करण्यास या कार्यालयाची हरकत नाही.

Copial

(टी.डी.कासार)

मुख्य अधिकारी

नाशिक गृहनिर्माण व क्षेत्रविकास मंडळ,
नाशिक.

प्रत : उपमुख्य अधिकारी, नाशिक मंडळ यांना माहितीस्तव व पुढील उचित कार्यवाहीस्तव.

घोषणापत्र / शपथपत्र

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक म. रा. पुणे यांचे दिनांक ३०/११/२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणूकीद्वारे अथवा दुबार विक्री होत नाही याचा मी/आम्ही आमच्या गोप्य घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः रवाना करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेवून आलो आहोत.

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

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपुर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबूलीधारक हे संपुर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची आम्ही खात्री देत आहोत.

नोंदणी नियम, १९६१ चे नियम ४४ व वेळोवेळी न्यायालयाचे / उच्च न्यायालयाने दिलेला निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पुर्णपणे जाणीव आहे.

स्थावर मिळकतींविषयी सध्या होत असलेली फसवणूक/बनावटीकरण/संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे आमच्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/ आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत. याची आम्हाला पुर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील नमूद असलेल्या ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

Rajkumar

लिहून देणार

Sumit

लिहून घेणार



नसना-३
दस्त क्र. (११२०२४)
3-0/5132 Monday, May 22, 2023 3:13 PM



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पावती क्र.: 6518 दिनांक: 22/05/2023

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दस्तावेजाचा अनुक्रमांक: नसना-5132-2023
दस्तावेजाचा प्रकार: स्पेशल पॉवर ऑफ अॅटर्नी
मादर करणाऱ्याचे नाव: श्री अतुल रसिकलाल शाह --

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पृष्ठांची संख्या: 18
एकूण: ₹. 460.00

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3:31 PM ह्या वेळेस मिळेल.

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Phah

मुळ दस्त परत केला :
व सही घेतली.

घोषणापत्र / प्रतिज्ञापत्र

मी, श्री. अतुल रसिकलाल शाह याद्वारे घोषित / प्रतिज्ञापत्र करून देतो, की, मे. जयकुमार कन्स्ट्रक्शन्स लिमीटेड तर्फे संचालक श्री. हितेन हरिदास राजकोटीया यांनी मला दिनांक २०/०५/२०२३ स्पेशल मुखत्यारपत्र लिहून व मे. दुय्यम निबंधक साहेब, नाशिक-३ यांचे कार्यालयात अ.नं.५१३२-२०२३ अन्वये दिनांक २२/०५/२०२३ रोजी नोंदवून दिलेले आहे. सदर स्पेशल मुखत्यारपत्र लिहून देणार यांनी मला लिहून दिलेले स्पेशल मुखत्यारपत्र रद्द केलेले नाही किंवा स्पेशल मुखत्यारपत्र लिहून देणार व्यक्तीपैकी कुणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणामुळे स्पेशल मुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे स्पेशल मुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

हे घोषणापत्र / प्रतिज्ञापत्र लिहून दिले असे.

दिनांक २२/०५/२०२४

Phah

श्री. अतुल रसिकलाल शाह



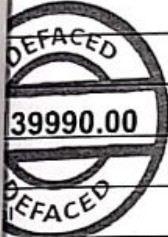
CHALLAN
MTR Form Number 6

नसम-३
दस्त क्र. ५०४०९/२०२४
५०४९९



IN MH011360986202425E BARCODE [Barcode] Date 21/11/2024-13:30:05 Form ID 25.2

Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty		TAX ID / TAN (If Any)	
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR		PAN No.(If Applicable)	CYNPP5992B
Location NASHIK		Full Name	Sunil Ganesh Pandit
Year 2024-2025 One Time		Flat/Block No.	Flat No - B - 703 - SHUBHARAMBH
Account Head Details		Premises/Building	Adgaon Shiwar Panchavali
0046401 Stamp Duty	Amount In Rs. 120000.00	Road/Street	
0063301 Registration Fee	19990.00	Area/Locality	Nashik
		Town/City/District	
		PIN	4 2 2 0 0 3
		Remarks (If Any)	PAN2=AAECJ7816J-SecondPartyName=Jaikumar Constructions Ltd-
		Amount In	One Lakh Thirty Nine Thousand Nine Hundred Ninety
		Words	Rupees Only



Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 00040572024112178870 CK00FAMLG9
Cheque/DD No.		Bank Date	RBI Date 21/11/2024-01:32:21 Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	327 , 22/11/2024

Department ID : Mobile No. : 7350507444
 E- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 चतन केवल द्रयम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागू आहे. नोदणी न करावयाच्या दस्तासाठी सदर चतन लागू

Challan Defaced Details

No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
(IS)-340-11471		0006289743202425	22/11/2024-17:37:36	IGR313	19990.00
(IS)-340-11471		0006289743202425	22/11/2024-17:37:36	IGR313	120000.00
Total Defacement Amount					1,39,990.00

11471
दि. 22 नोव्हेंबर 2024 5:37 म.नं.
दस्त क्रमांक: नमन3 /11471/2024
पत्रावर मुल्य: रु. 17,31,000/-
दस्त मुद्रांक शुल्क: रु.1,20,000/-

मोबदला: रु. 19,98,369/-

नि. मह. ड. नि. नमन3 यांचे कार्यालयात
दि. 11471 वर दि.22-11-2024
शी 5:34 म.नं. वा. हजर केला.

पावती:14149 पावती दिनांक: 22/11/2024
मादरकरणाराचे नाव: सुनिल गणेश पंडित

नोंदणी फी रु. 19990.00
दस्त हाताळणी फी रु. 1060.00
पृष्ठांची संख्या: 53

एकूण: 21050.00

दस्त हजर करणाऱ्याची सही:

[Signature]
Joint Sub Registrar Nashik3

[Signature]
Joint Sub Registrar Nashik3

नावाचा प्रकार: अॅग्रीमेंट टू मेल
दस्त शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न
सिल्या कोणत्याही नागरी क्षेत्रात
दस्ता क्र. 122 / 11 / 2024 05 : 34 : 40 PM ची वेळ: (सादरीकरण)
दस्ता क्र. 222 / 11 / 2024 05 : 36 : 34 PM ची वेळ: (फी)



11/2024 5 39:53 PM

क्रमांक: नमन3/11471/2024
चा प्रकार: अॅग्रीमेंट दू सेल

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	घायाचित्र	ठमा प्रमाणित
1	नाव: मे. जयकुमार कन्स्ट्रक्शन्स लिमिटेड तर्फे संचालक व अधिकृत इमम हितेश हरीदाम राजकोटीया तर्फे स्पेशल मुखत्यार म्हणून अतुल रमिकलाल शाह पत्ता: प्लॉट नं: सव्हे नंबर 256 प्लस 257 पाटूम, माळा नं: -, इमारतीचे नाव: रामबिहारी इंटरनॅशनल स्कूल समोर, ब्लॉक नं: बळी मंदिर जवळ, हनुमान नगर, रोड नं: मुंबई आग्रा रोड, पंचवटी, नाशिक, महाराष्ट्र, णाम्:ईक. पिन नंबर: AAECJ7816J	लिहून देणार वय :-60 स्वाक्षरी:- <i>Phash</i>		
2	नाव: मुनिल गणेश पंडित पत्ता: प्लॉट नं: फ्लॅट नंबर 08, माळा नं: -, इमारतीचे नाव: साई अरविंद अपार्टमेंट, ब्लॉक नं: नवीन मार्केट यार्ड मागे, कर्ण नगर, रोड नं: पेठ मखमलाबाद लिंक रोड, पंचवटी, नाशिक, महाराष्ट्र, णाम्:ईक. पिन नंबर: CYNPP5992B	लिहून घेणार वय :-27 स्वाक्षरी:- <i>Gundit</i>		

दस्त एवज करून देणार तथाकथीत अॅग्रीमेंट दू सेल चा दस्त एवज करून दिल्याचे कबुल करतात.
क्र.3 ची वेळ: 22 / 11 / 2024 05 : 38 : 32 PM

क्र.	पक्षकाराचे नाव व पत्ता	घायाचित्र	ठमा प्रमाणित
	नाव: अॅड. नितीन रामभाऊ बर्वे वय: 41 पत्ता: जिल्हा न्यायालय आवार, नाशिक 422002 पिन कोड: 422001	स्वाक्षरी <i>[Signature]</i>	

क्र.4 ची वेळ: 22 / 11 / 2024 05 : 38 : 54 PM

Sub Registrar, Nashik

Purchaser	Type	Verification no/Vendor	GRN/Licence	प्रमाणित करण्यात आले	Used At	Deface Number	Deface Date
Sunil Ganesh Pandit	eChallan	00040720241278870	011360986202425E	या दस्तावेज एवज	SD	0006289743202425	22/11/2024
	DHC		1124229906438	सह दुय्यम निबंधक वर्ग-२	RF	नाशिक-२ 906438D	22/11/2024
Sunil Ganesh Pandit	eChallan		011360986202425E	पुस्तक क्रमांक १, क्रमांक	RF	0006289743202425	22/11/2024

Stamp Duty [RF:Registration Fee] [DHC: Document Handling Charges]
NASHIK-3

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३. 11471 /2024

Know Your Rights as Registrants
Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
Print immediately after registration.
For feedback, please write to us at feedback.isarita@gmail.com

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3

दस्न क्रमांक : 11471/2024

नोंदणी :

Regn:63m

22/11/2024

गावाचे नाव : आडगांव

- (1) विलेखाचा प्रकार अग्रीमेंट टू सेल
- (2) मोबदला 1998369
- (3) बाजारभाव(भाडेपट्टयाच्या बावतितपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे) 1731000
- (4) भू-मापन, पोटहिस्सा व घरक्रमांक(अमल्यास)
- (5) क्षेत्रफळ
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता.
- (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता
- (9) दस्तऐवज करून दिल्याचा दिनांक
- (10) दस्त नोंदणी केल्याचा दिनांक
- (11) अनुक्रमांक, खंड व पृष्ठ
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क
- (14) शेरा

- 1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: नाशिक महानगर पालिका हद्दीतील मौजे आडगांव-1 येथील गट नंबर 309/1/2/3 या मिळकतीवरील मंजूर ले आऊट मधील प्लॉट नंबर 4/5 यांसी एकूण क्षेत्र 3572.00 चौ.मी. यावर बांधण्यात येणाऱ्या शुभारंभ अपार्टमेंट गृह प्रकल्पातील वी विंग या इमारतीमधील 7व्या मजल्यावरील फ्लॅट नंबर 703 यांसी कारपेट 37.57 चौ.मी. आणि एनकोव्ज वाल्कनी / युजेबल क्षेत्र 7.01 चौ.मी. असे एकूण 44.58 चौ.मी. क्षेत्र असलेली फ्लॅट मिळकत. ((Plot Number : प्लॉट नंबर 4/5 ; GAT NUMBER : गट नंबर 309/1/2/3 ;))
- 1) 44.58 चौ.मीटर
- 1): नाव:-मे. जयकुमार कन्स्ट्रक्शन्स लिमिटेड तर्फे संचालक व अधिकृत इमम हितेन हरीदाम राजकोटीया तर्फे स्पेशल मुखत्यार म्हणून अतुल रसिकलाल शाह वय:-60; पत्ता:-प्लॉट नं: सर्व्हे नंबर 256 प्लस 257 पार्स, माळा नं: - , इमारतीचे नाव: रासबिहारी इंटरनॅशनल स्कूल समोर, ब्लॉक नं: बळी मंदिर जवळ, हनुमान नगर, , रोड नं: मुंबई आग्रा रोड, पंचवटी, नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422003 पॅन नं:-AAECJ7816J
- 1): नाव:-सुनिल गणेश पंडित वय:-27; पत्ता:-प्लॉट नं: फ्लॅट नंबर 08, माळा नं: - , इमारतीचे नाव: माई अरविंद अपार्टमेंट, ब्लॉक नं: नवीन मार्केट याई मागे, कर्ण नगर, , रोड नं: पेठ मखमलावाद लिंक रोड, पंचवटी, नाशिक, महाराष्ट्र, शास्:ईक्र. पिन कोड:-422003 पॅन नं:-CYNPP5992B

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



सुची क्र. II

नोंदणी नंतरची प्रथम प्रत

सगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नक्कल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.