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8309
2022

Project : Parksyde Homes
By Jaikumar Constructions Limited
At-Panchavati Annex, Nashik-422003
Agreement For Sale

Purchaser
Mr. Ashok Bhaidas Pawar
Flat No. 103, (Wing M1)

340/4501

पावती

Wednesday, May 11, 2022

5:51 PM

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 5647

दिनांक: 11/05/2022

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-4501-2022

दस्तऐवजाचा प्रकार : ऑप्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: श्री अशोक भाईदास पवार

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 72

रु. 30000.00

रु. 1440.00

एकूण:

रु. 31440.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे

6:07 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.2670000 /-

मोबदला रु.4844500/-

भरलेले मुद्रांक शुल्क : रु. 290700/-

Joint Sub Registrar Nashik

सह-दुय्यग निवृत्त

नाशिक-३.

1) देयकाचा प्रकार: DHC रक्कम: रु.1440/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2504202209864 दिनांक: 11/05/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000917763202223E दिनांक: 11/05/2022

बँकेचे नाव व पत्ता:

B. Pawar

मुळ दस्त परत केला
व रसीद देतली.

IUJL57

5/11/2022



CHALLAN
MTR Form Number-6



MH000917763202223E	BARCODE	Date	23/04/2022-12:28:07	Form ID	25.2
Inspector General Of Registration		Payer Details			
Stamp Duty		TAX ID / TAN (If Any)			
Registration Fee		PAN No.(If Applicable)	AJHPP5450H		
Name NSK3_NASHIK 3 JOINT SUB REGISTRAR		Full Name	Ashok Bhaidas Pawar		
NASHIK		Fla/Block No.	Survey No. 256 (P) 257 (P) Flat No. M1 - 103		
2022-2023 One Time		Premises/Building	PARKSYDE HOMES		
Account Head Details		Road/Street	Hanuman Nagar Panchayat Annex		
Stamp Duty	Amount In Rs.	Area/Locality	Nashik		
290700.00	290700.00	Town/City/District			
Registration Fee	30000.00	PIN	4	2	2 0 0 3
		Remarks (If Any)	PAN2=AAECJ7816J~SecondPartyName=Jaikuamr Constructions Ltd-CA=4844500		
		Amount In Words	Three Lakh Twenty Thousand Seven Hundred Rupees Only		
	3,20,700.00				
IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332022042311145	710387695
No.		Bank Date	RBI Date	23/04/2022-12:39:16	Not Verified with RBI
		Bank-Branch	IDBI BANK		
		Scroll No. , Date	Not Verified with Scroll		

Zone - Nashik - 1.3.69-A
Govt. Valuation Rs.26, 70,000/-
Stamp Rs. 2, 90,700/-

Govt. Rate per Sq. Mtr. Rs.30000/-
Consideration Rs.48, 44,500/-
Registration Fee Rs.30,000/-

|| Shree ||

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made & executed on this 23th day of April in the Christian year Two Thousand Twenty Two, at Nashik.

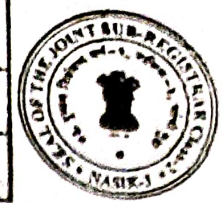
नसिन-३
क्र. (०५०९/२०२२)
२-०२



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2504202209864	Date 25/04/2022
Received from Jaikumar Constructions Ltd, Mobile number 0000000000, an amount of Rs.1440/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 25/04/2022
Bank CIN 10004152022042509144	REF No. IGANLHXAT3
This is computer generated receipt, hence no signature is required.	



नसन-३
सं. (०१/०१/२०२२)
३-६०२



BETWEEN

M/S. JAIKUMAR CONSTRUCTIONS LIMITED.,
(Erstwhile known as Jaikumar Constructions LLP)
a public limited company registered under the Companies Act, 2013 vide CIN :
U45100MH2020PLC338134 and having its registered office at Parksyde Homes, S.
No. 256(P), Opp Rasbihari Inter national School, Hanuman Nagar, Panchavati Annex
Nashik 422003
Pan No. AAECJ7816J

Through its Director
Shri. Hiten Haridas Rajkotia
Age : 51 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. Ashok Bhaidas Pawar**
Age - 45 Years, Occupation - Service
Pan No - AJHPP5450H

B/R/o. Flat No 201, Shivnery Nest Appartment, Damodar Nagar, Jail Road, Nashik,
Maharashtra, India PIN: 422101

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



नसिन-३
दस्तावेज (२०२२)
०-०२



A] Phase No. V-A admeasuring land area under the plinth of 2352.70 Sq. Mtr. consisting of Building/Wing Nos. L, M1, M2, M3, M4, M5 & M6 totally admeasuring built-up area of 40874.54 Sq. Mtr. (total slab area) and covering ground/plinth area of 2352.70 Sq. Mtr. lying situated on Survey No. 257/11(P) as per DLIR record it is numbered as Survey No. 257A/11(P) and Survey No. 257/4 as per DLIR record it is numbered as Survey No. 257A/4. Out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka and Dist. Nashik and within the limits of N.M.C. bearing Survey No.256/2 to 6/6+ 256/2 to 6/8(part) +256/2 to 6/1+Plot No 1 to 8 out of Survey No 256/7+S.No.257/4, as per DLR record it is numbered as Survey No. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, ,257/1F/2(p), 257/1H, 257/1e, 257/1E, 257/2B(p)) + S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B (p), 257/1C, 257/1D, 257/1J, 257/2A/1(p)) + S. No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S. No. 257/1A, 257/2A/1(p), 257/1B) +S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A/1(p)) lying and situated at Nashik and more particularly described in Schedule hereunder is owned by the Promoter, herein having purchased the same by various sale deeds /development agreement, which is described in details as follows (hereinafter referred to as "The Project Land")

a. The Land Owner/Promoter/Developer seized & possessed of & otherwise well & sufficiently entitled to all that pieces or parcels of Non-Agricultural Lands bearing Revenue Survey No.256/2 admeasuring 01 Hector 60 Ares & Land bearing Revenue Survey No. 256/3 (Part) admeasuring 00 Hector 81 Ares situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. The said properties are purchased by said owner by different sale deeds.

The respective owner of Survey No. 256/1 to Survey No. 256/8 were given an application for the admeasurements of total area of Survey No. 256 and accordingly Tahsildar Nashik gave his order vide no Adhi/Kavi/3243/2014 Dated 20/12/2014 and Deputy Superintendent of Land Record Office gave his order vide no/Nashik/Du. Ra. No. 807/14 Dated 24/11/2014, accordingly at village Nashik record of right has been corrected after obtaining permission from Collector Nashik vide no Masha/Kaksha-3/4/NA Letter No./442/2012, Nashik Dated 29/10/2012. Hence Kami Jasta Patrak is applicable and old survey no 256/2 and 256/3 are renumbered as Survey No. 256/2 to 6/1 area admeasuring 10755.00 Sq. Mtr. and Survey No. 256/2 to 6/6 area admeasuring 12225.00 Sq. Mtr. is owned and possessed and shown in the name of owner/promoter (erstwhile M/s. Jaikumar Constructions LLP). To that effect mutation entry no. 96263 dt. 26/02/2015 has been sanctioned and effect has been taken on 7/12 extract of the property.

Promoter purchased TDR area admeasuring 5412.13 Sq. Mtr. from DRC Certificate No. 727 by Registered Purchase Deed. Said Purchase Deed was Registered with Sub-Registrar Nashik-5 at Sr. No. 6048-2016 Dt. 10/10/2016. Out of the said TDR area part area is utilized on the area of Survey No. 256/2 to 6/6.

Subsequently Promoter purchased total TDR area admeasuring 25150.37 Sq. Mtr. from various DRC Certificate No. 851-K, 5850-K, 850-H, 850-I, 851-L, 850-D, 850-E, 851-G, 851-H, 850-L, 850, 851, 850-J, 851-M, 850-A, 851-C by different registered purchase deed. Said purchase deed was registered with Sub-Registrar Nashik-5 on 14/10/2019. Said TDR area is utilized on the area of Survey No. 257/11(P) and Survey No. 257/4.

**PARKSYDE
H O M E S**

मसलन-३
सं. (२०१७) / २०२२
५



On 16/12/2016 M/s. Jaikumar Constructions LLP had purchased Plot No. 1 to 8 total area admeasuring 3060.00 Sq. Mtr. out of Survey No 256/7 lying and situated at Nashik from Jaikumar Ratanlal Tibrewala (HUF) by Sale Deed. Said Sale Deed was registered with Sub-Registrar Nashik-3 at Sr. No. 9596/2016 dt. 19/12/2016. To that effect mutation entry no. 200071 dt. 19/05/2017 has been sanctioned and effect has been taken on 7/12 extract of the property.

Promoter owned and possessed area admeasuring 1120.00 Sq. Mtr. out of Survey No. 256/2 to 6/8. Area from the said survey number is reserved for DP Road by Nashik Municipal Corporation, Nashik. Hence against said DP Road area or in lieu of said DP Road area Promoter has received FSI of 1120.00 Sq. Mtr. from Nashik Municipal Corporation, Nashik. Accordingly while sanctioning building plan on Survey No. 256/2 to 6/6, 1120.00 Sq. Mtr. FSI area is utilized on the said survey number.

b. Non-Agricultural Lands area bearing Revenue Survey No. 257/1A area admeasuring 3500 Sq. Mtr. Survey No. 257/1B area admeasuring 3290 Sq. Mtr., Survey No. 257/1C area admeasuring 3290 Sq. Mtr., Survey No. 257/1D area admeasuring 3590 Sq. Mtr., Survey No. 257/1J area admeasuring 3290 Sq. Mtr., Survey No. 257/2A/1(P) area admeasuring 10203 Sq. Mtr., Survey No. 257/2B(P) area admeasuring 7200 Sq. Mtr. situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. Out of the said total area the following area are owned and possessed by Promoter by sale deed and by Development Agreement.

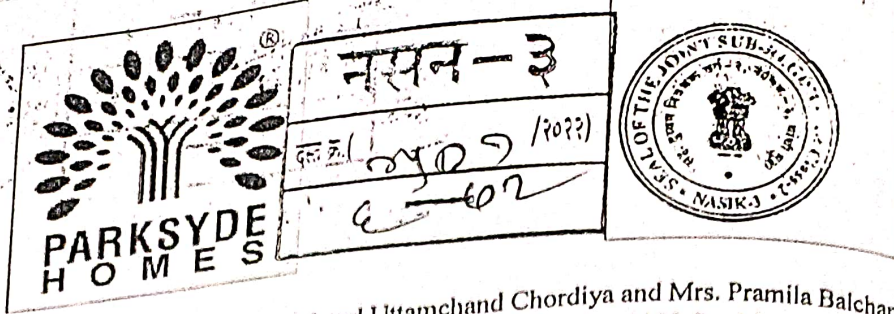
M/s. Jaikumar Constructions L. L. P. had purchased area admeasuring 3500 Sq. Mtr. area out of Survey No 257/1A, area admeasuring 2190 Sq. Mtr. area out of Survey No. 257/1B(P), area admeasuring 390 Sq. Mtr. area out of Survey No 257/1C(P), area admeasuring 2880 Sq. Mtr. area out of Survey No 257/1D(P), area admeasuring 10203 Sq. Mtr. area out of Survey No 257/2A/1(P), area admeasuring 7200 Sq. Mtr. area out of Survey No 257/2B(P) by different sale deeds.

Mr. Sanjaykumar Kondiram Dhakane owned and possessed area admeasuring 1100 Sq. Mtr. out of Survey No 257/1B (P), area admeasuring 2900 Sq. Mtr. out of Survey No 257/1C(P) i.e. 4000 Sq. Mtr. The said land owner has executed Development Agreement and General power of Attorney in favour of M/s. Jaikumar Constructions L.L.P. Accordingly owner/promoter (erstwhile M/s. Jaikumar Constructions L.L.P.) having Development rights to develop the property.

Subsequently said land owner had executed sale deed of area admeasuring 1100 Sq. Mtr. out of old Survey No. 257/1B (p) newly numbered as Survey No.257/11 in favour of M/s. Jaikumar Constructions LLP.

Land owner M/s. Sunrise Developers partnership firm through its partner owned and possessed area admeasuring 710 Sq. Mtr. Area out of Survey No. 257/1D(P) and area admeasuring 3290 Sq. Mtr. Area out of Survey No 257/1J i.e. 4000 Sq. Mtr. The land owner had executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Accordingly owner / promoter (erstwhile M/s. Jaikumar Constructions L.L.P.) having Development rights to develop the property.

c. Whereas Promoter/Developer owned and possessed area admeasuring 1090 Sq. Mtr. out of Survey No. 257/1G(P), area admeasuring 1600 Sq. Mtr. out of Survey No. 257/1F/2(P), area admeasuring 2390 Sq. Mtr. out of Survey No. 257/1H(P), area admeasuring 527 Sq. Mtr. out of Survey No. 257/1e(P).



d. Land owner Mr. Balchand Uttamchand Chordiya and Mrs. Pramila Balchand Chordiya owned and possessed area admeasuring 1100 Sq. Mtr. Ares out of Survey No. 257/1G (P) and area admeasuring 900 Sq. Mtr. Ares out of Survey No 257/1H (P) i.e. total area admeasuring 2000 Sq. Mtr. Said land owner had executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Subsequently said land owner and developer executed final sale deed in favour of M/s. Jaikumar Constructions LLP. Accordingly owner / promoter (erstwhile M/s. Jaikumar Constructions L.L.P.) having rights to develop the said property.

AND land owner M/s. Areehant Developers partnership firm through its partner owned and possessed area admeasuring 710 Sq. Mtr. Ares out of Survey No. 257/1e(P) and area admeasuring 3290 Sq. Mtr. Ares out of Survey No 257/1E i.e. total area admeasuring 4000 Sq. Mtr. Said land owner had executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Accordingly owner / promoter (erstwhile M/s. Jaikumar Constructions L.L.P.) having Development rights to develop the property.

e. Whereas Promoter/Developer has/have right to develop and construct multy storied buildings on above mentioned total gross area admeasuring 73130 Sq. Mtr. Therefore Promoter has decided to develop above mentioned total area, hence started constructions on the said area in a phased manner. Therefore for the sake of organized development of the project they have admeasured total land area from District Land Record Office, Nashik and to that effect has obtain obtained revised commencement certificate from Nashik Municipal Corporation on total gross area admeasuring 73,130 Sq. Mtr. Which is specifically mentioned in schedule of the property.

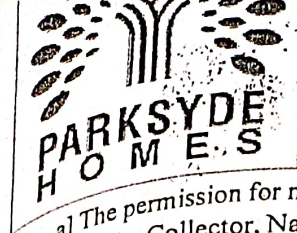
B] The following things regarding the title to the said Property-

- 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

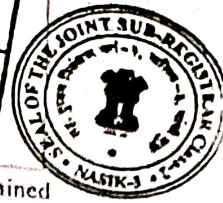
C] Being owner and developer the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein below.

D] The Owner / Promoter/Developer is in possession of the project land. And have all rights to develop the project land.

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



नासिक-३
क्र. (२५०९/२०२२)
२-२२



a) The permission for nonagricultural use of the following land has been obtained from the Collector, Nashik viz

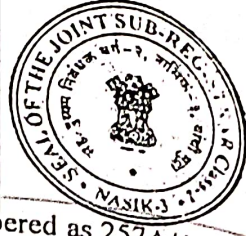
- i) For the area admeasuring 3500 Sq. Mtr. Out of Survey No. 257/1A, area admeasuring 3290 Sq. Mtr out of Survey No 257/1B, area admeasuring 3290 Sq. Mtr out of Survey No 257/1C, area admeasuring 3590 Sq. Mtr out of Survey No 257/1D & area admeasuring 3290 Sq. Mtr out of Survey No 257/1J, area admeasuring 5403 Sq. Mtr. Out of Survey No 257/2A/1(P), area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1H, area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1e, area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1E, area admeasuring 1938.90 Sq. Mtr. Out of Survey No 257/1F/2, area admeasuring 3290 Sq. Mtr. Out of Survey No 257/1G are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./443/2012 Nasik, Dt. 26/11/2012.
- ii) For the area admeasuring 4800 Sq. Mtr out of Survey No 257/2A/1(P) and area admeasuring 7200 Sq. Mtr out of Survey No 257/2B are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./28/2014 Nasik, Dt. 08/10/2014.
- iii) For the area admeasuring 7781.02 Sq. Mtr out of Survey No 256/2(P) and area admeasuring 15238.16 Sq. Mtr out of Survey No 256/3 are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Mah/Desk-3/4/N.A.S.R./442/2012, Nashik Dated 29/10/2012.
- iv) Collector Nashik vide his order no. Masha / Kaksha/3/2/ Ru.K.Aa. /SR/308/2019 Nashik dt. 01/11/2019 issued commercial N.A. order for the area admeasuring 1565.88 Sq. Mtr. out of the total constructed area.

b) The Promoter as a owner/developer is entitled to develop project on gross area admeasuring 73130 Sq. Mtr. in a phased manner, Nashik Municipal Corporation by excluding area of amenity space admeasuring 2658.10 Sq. Mtr. and area under D.P. Road admeasuring 1120.00 Sq. Mtr. sanctioned building plan on the remaining area . To that effect time to time promoter had obtained revised commencement certificates from Nashik Municipal Corporation Nashik, lastly promoter has obtained revised commencement certificate vide letter No. LND/BP/ C1/ 1594/2020 dt. 29/01/2020 and copy thereof is annexed herewith.

c) The owner of S. No. 257(p) M/s. Jaikumar Constructions LLP and other land owners had made an application to District Land record office for admeasurements of total area of land, from above survey numbers. Accordingly total land area were admeasured and as per order of Superintendent, Bhumi Abhilekh, Land Record office, Nashik vide no.167/17 and D.R.No.1021/17, dt.13-02-2017, kamijast patrak is applicable at village. Therefore new Survey numbers are applicable at the place of old Survey numbers are as follows,



नसपन - ३
दस्तावेज क्र. (२५०९/२०२२)
२०२



(1) S.No.257/4 as per DLIR record it is numbered as 257A/4 total area admeasuring 15737 Sq. Mtr. in this total area a) the owner promoter (erstwhile M/s. Jaikumar Constructions LLP) having ownership right in the area admeasuring 9737 Sq. Mtr. (it's old Survey No was 257/1G(p) area 1090 Sq. Mtr., S.No.257/1F/2(p) area 1600 Sq. Mtr., S.No.257/1H area 2390 Sq. Mtr., S.No.257/1c(p) area 527 Sq. Mtr., S.No.257/2B(p) area 4130 Sq. Mtr.) b) Balchand Uttamchand Chordiya, Pramila Balchand Chordiya having ownership right in the area 2000Sq.Mtr., (it's old Survey No was 257/1G(p) area 1100 Sq. Mtr., S.No.257/1H area 900 Sq. Mtr.) c)M/s. Areehant Developers partnership firm through partner having ownership right in the area 4000 Sq. Mtr. (it's old Survey No was 257/1e(p) area 710 Sq. Mtr., S.No.257/1E area 3290 Sq. Mtr.)

(2) S.No.257/9 as per DLIR record it is numbered as 257A/9 total area admeasuring 19833 Sq. Mtr. In this total area a) the owner promoter (erstwhile M/s. Jaikumar Constructions LLP) having ownership right in the area 12933 Sq. Mtr., (its' old Survey No was 257/2B(p) area 3070 Sq. Mtr., S.No.257/2A/1(p) area 6593 Sq. Mtr., S.No.257/1C(p) area 390 Sq. Mtr., S.No.257/1D(p)2880 Sq. Mtr.) b) Sunrise Developers having ownership right in the area admeasuring 4000 Sq. Mtr.,(it's old S. No. 257/1D(p)area 710 Sq. Mtr., S.No.257/1J area 3290 Sq. Mtr.)

(3) S.No.257/10 as per DLIR record it is numbered as 257A/10 total area admeasuring 300 Sq. Mtr. in this area the owner promoter (erstwhile M/s. Jaikumar Constructions LLP) having ownership right in the said area, (it's old survey no was 257/1B(p) area 300 Sq. Mtr.)

(4) S.No.257/11 as per DLIR record it is numbered as 257A/11 total area admeasuring 10100 Sq. Mtr. in this total area a) the owner promoter (erstwhile M/s. Jaikumar Constructions LLP) having ownership right in the area 9000 Sq. Mtr.,(its old survey no was 257/1A(p) area 3500 Sq. Mtr., S.No.257/2A/1(p) area 3610 Sq. Mtr., S.No.257/1B area 1890 Sq.Mtr.) b) Sanjay Kondiram Dhakane having ownership right in the area 1100 Sq. Mtr.,(its old survey no was 257/1B(p) 1100 Sq. Mtr.)

(5) S.No.257/12 as per DLIR record it is numbered as 257A/12 total area admeasuring 249.05 Sq. Mtr., in this total area the owner promoter (erstwhile M/s. Jaikumar Constructions LLP) having ownership right in the said area .(its old survey no was 257/2A/1(p) 249.05 Sq. Mtr.) To that effect mutation entry No.200970, dt. 14-11-2018 has been sanctioned by revenue authority and effect has been taken on the 7/12 extract of the property.

d] The promoter has planned to Develop the said project in seven phases out of those phases, Phase No.-I, II-A , II-B , III, IV-A , IV-B, V -A are approved by NMC, Nashik. The said phases are develop on gross total area admeasuring 73130 Sq. Mtr. On the said area Promoter/Developer has prepared lay-out and time to time the same has been sanctioned by Nashik Municipal Corporation, Nashik and copy of said letter is attached herewith.

The above mentioned phases are registered with competent authority established under Real Estate Regulatory Authority. Accordingly Phase No. V-A is registered vide no. P51600004799. There will be residential buildings viz. L, M1, M2, M3, M4, M5 and M6 along with recreational area or facilities in the said Phase V-A and all such common area and facilities will be used and common for all Seven phases.

The title of the promoter/developer/grantor in respect of the entire undivided/underneath land area of all buildings/wings along with common area, amenities and facilities, shall be conveyed in favour of Federation of Association of all the Apartments within stipulated time period from the date of issue of occupancy certificate to the last of the building wing in the layout. The period of conveyance is, henceforth, also specifically and separately defined in each agreement to sale entered with prospective purchaser/s or allottee/s.

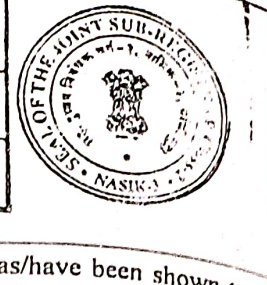
e] In the same manner the Promoter may join additional adjoining lands in the said larger scheme without however affecting rights of the purchaser/unit holders in their apartment. The Allottee/s has/have given their irrevocable permission for the changes in the layout plan as the same does not affect unit holder/s apartment, and has authorized the Promoter to do all acts, deeds and things for getting the said plans accordingly revised. While sanctioning revised building plan, if due to the present or future legal provisions, DC Rules or orders it becomes necessary to provide accommodation/flat/housing area/Apartment for allotment thereof to economically weaker section or such group through or without intervention of MHADA or Government or Corporation or other institution at cost or for constructions cost then the promoter shall be entitled to revise the plans for providing the said accommodation and use of FSI given in lieu thereof. The allottee/purchaser also have given their irrevocable consent for the same.

f] This agreement pertains to Phase No.-V-A which consists of sanctioned Building / Wing No. L, M1, M2, M3, M4, M5 and M6 consisting of Parking plus Fifteenth Floors. Copy of the said plan is annexed herewith as ANNEXURE- C-1. All the terms mentioned below pertain to Phase No.-V-A only. The separate Associations will be formed for all the unit holders of each phase. The said separate Association of each phase will be registered under the provisions of the Maharashtra Apartment Ownership Act 1970 and Real estate regulation act, 2016 through separate declarations. All associations of all Phases shall join in formation of federation of all phases. And said Federation / Apex Body would act as a head of all Associations and Federation would be ultimate title bearer for whole project. The board of members of the federation will be elected by a procedure laid down in the bye laws of the federation. The board of members of federation will also become de-facto members of the company i.e. M/s. Parksyde Homes Association, registered u/s 8 of the companies act, 2013, on 27/02/2018 bearing CIN U93000MH2018NPL305691, for maintenance of all common facilities provided for all phases. However, this de-facto membership would become effective only after vacation of office of first directors of the company i.e. after obtaining completion certificate of last building of the lay out project.

g] The Promoter has started the construction work of the said Phase No. -V-A and the same is presently in progress. Which is specifically mentioned in First Schedule of the property.



नसिन - ३
दस क्र. (२५०९ / २०२२)
७० - २२



h) It is hereby declared that sanctioned plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilized as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

F] The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

G] 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.

H] By virtue of the Sale Deed and Development Agreement / Power of Attorney 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.

I] AND WHEREAS the promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai accordingly Phase No. V-A is registered vide no. P5160004799. Said authenticated copy of registration is attached hereto and marked as Annexure-“F”

J] 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 Architects Shri. Umesh Bagul as Project Architects and Mr. Umesh Joshi, M/s. J W Consultant LLP, Pune 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 made thereunder;

K] 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] 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] 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 have been annexed and marked as Annexure-‘D’



नसिन-३
म.स. (२५०१/२०२२)
म-२



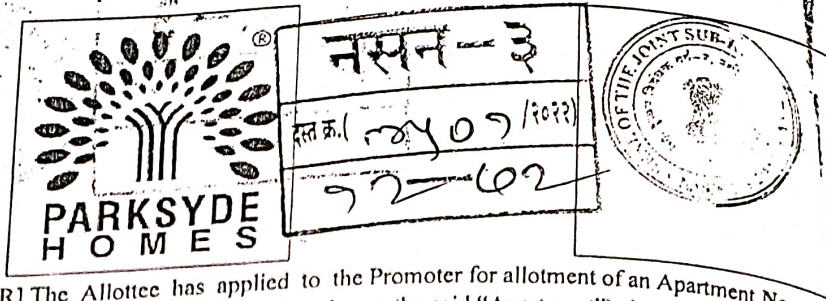
N] The Promoter has got some of the approvals from the concerned local authority(a) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to will obtain Building Completion Certificate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

O] 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] The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans. The lay-out / entire scheme is sanctioned by Nashik Municipal Corporation, Nashik vide their revised Commencement Certificate No. LND/BP/C1/1594/2020 dt. 29/01/2020 of gross area admeasuring 73,130 Sq. Mtr. from Survey No.256/2 to 6/6+ 256/2 to 6/8(part) +256/2 to 6/1+Plot No 1 to 8 out of Survey No 256/7+S.No.257/4, as per DLR record it is numbered as Survey No. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, ,257/1F/2(p), 257/1H, 257/1e, 257/1E, 257/2B(p)) + S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B (p), 257/1C, 257/1D, 257/1J, 257/2A/1(p)) + S. No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S. No. 257/11 includes area from old S. No. 257/1A, 257/2A/1(p), 257/1B) + S. No. 257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A/1 (p)). Promoter specifically declare that the subject property is from Wing M1 -Wing / Building from Phase -V-A is lying and situated on Survey No. 257/11(p) as per DLR record it is numbered as Survey No. 257A/11(p) and Survey No. 257/4 as per DLR record it is numbered as Survey No. 257A/4.

Q] WHEREAS the Promoter/Owner is formed under Chapter XXI (Part I) of the Companies Act, 2013 ('the Act'), pursuant to conversion of erstwhile Jaikumar Constructions Limited Liability Partnership (AAB-2234) on and from 21 February 2020. In accordance with Section 368 of the Act, all the property, movable and immovable (including actionable claims), belonging to or vested in the LLP on the date of registration under Part I of Chapter XXI, shall, on such registration, pass to and vest in the Company for all the estate and interest of the company therein. Further, in accordance with Section 369 of the Act, registration of a company in pursuance of Part I of Chapter XXI shall not affect its rights or liabilities in respect of any debt or obligation incurred, or any contract entered into, by, to, with, or on behalf of, the company before registration. In light of the above, all the assets, properties, rights (including contractual rights), interests owned by erstwhile Jaikumar Constructions LLP shall vest in the new entity i.e. Jaikumar Constructions Limited.

Accordingly, on and from 21 February 2020, Jaikumar Constructions Limited is the rightful owner of all the land described in Schedule hereto including the development rights therein. In pursuance thereof, Jaikumar Constructions Limited is entitled to enter into this presents.



R] The Allottee has applied to the Promoter for allotment of an Apartment No.- 103 on 1st Floor (hereinafter referred to as the said "Apartment") situated in the Building /Wing No.- Wing M1 (hereinafter referred to as the said "Building / Wing") being constructed in the Phase No.-V-A of the said project. Said description of apartment is specifically mentioned in Second Schedule of the property.

S] The carpet area of the said Apartment is 73.10 Sq. Mtrs and "carpet area" (As defined in RERA) means the net usable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for 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.

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is 7.78 Sq. Mtrs. and total carpet area of the Apartment including the said balconies is 80.89 Sq. Mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

T] 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.

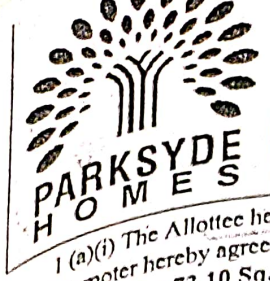
U] Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. Total Rs. 6,66,725.00/- (In Words Rupees: Six Lakh Sixty Six Thousand Seven Hundred Twenty Five Only) only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to 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 the manner hereinafter appearing.

V] 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 INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER -

1. The Promoter has planned to construct the said building / Wing /s as mentioned in below L-Wing, M1-Wing to M6-Wing
 2. Consisting of parking plus fifteenth floors 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 of the Allottee except any alteration or addition required by the Government authorities or due to change in law.



नसिन-३
सं. (२५०७/१३२२)
७३-६२



1 (a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. 103 of carpet area measuring 73.10 Sq. Mtrs. on 1st Floor in the building / wing No. Wing MI (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof (hereo annexed and marked Annexure-C-1 for the consideration of Ra. 48,44,500.00/- (Rupees: Forty Eight Lakh Forty Four Thousand Five Hundred Only) including the proportionate 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 price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

The Promoter has utilized FSI / paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is 7.78 Sq. Mtrs. and total carpet area of the Apartment including the said balconies is 80.89 Sq. Mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

(ii) All the Allottees in the said scheme (who have till this day booked the Apartments/units in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/scooter/cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the association which will be formed by them and the same shall form part of the Deed of Declaration. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective apartments/units and shall be heritable and transferable along with respective apartments/units and shall not be separated from the apartments/units. The Allottees further agree that in case of disputes among themselves regarding selection of the carparks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all.

1(b) The Total aggregate consideration amount for the apartment is thus Rs. 48,44,500.00/-Rupees: Forty Eight Lakh Forty Four Thousand Five Hundred only)

1(c) The Purchaser has agreed to pay to the promoter the consideration of Rs. 48,44,500.00/- (Rupees: Forty Eight Lakh Forty Four Thousand Five Hundred only) in respect of the said flat in 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 On Start of Excavation work.
- 15.00 % of the total consideration amount at the time of On The Completion of Plinth.
- 20.00 % of the total consideration amount at the time of On Completion of 1st Slab.
- 15.00 % of the total consideration amount at the time of On the Completion of the 8th Slab.
- 10.00 % of the total consideration amount at the time of On the Completion of RCC of the wing.
- 5.00 % of the total consideration amount at the time of On the Completion of Plaster of the wing.
- 5.00 % of the total consideration amount at the time of On the Completion of Final work.



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दस्ता क्र. (२५० १/२०२२)
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100% Total amount of Rs.48,44,500.00/- (Rupees: Forty Eight Lakh Forty Four Thousand Five Hundred /- (Rupees Only)

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

200000.00 /-	In Words Rupees: Two Lakh only paid by Cheque No. BARBF22091386320 Dated Apr 01, 2022 BANK OF BARODA drawn on EKLAHARE NASHIK Branch
200000.00 /-	In Words Rupees: Two Lakh only paid by Cheque No. BARBF220913862253 Dated Apr 01, 2022 BANK OF BARODA drawn on AKLAHARE NASHIK Branch
166725.00 /-	In Words Rupees: One Lakh Sixty Six Thousand Seven Hundred Twenty Five only paid by Cheque No. RTGS UTR NO-BARBS22116271112 Dated Apr 26, 2022 BANK OF BARODA drawn on AKLAHARE NASHIK Branch
100000.00 /-	In Words Rupees: One Lakh only paid by Cheque No. RTGS UTR NO-BARBV22119639098 Dated Apr 29, 2022 BANK OF BARODA drawn on AKLAHARE NASHIK Branch
Total Rs. Total Rs. 6,66,725.00 /-(In Words Rupees: Six Lakh Sixty Six Thousand Seven Hundred Twenty Five Only)	

The vendor has acknowledged the receipt of the same subject to clearance of all cheques.

(1d) The total price above excludes various indirect taxes (consisting of tax paid or payable by the promoter by way of GST/ Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project). The net amount of said taxes should be collected from the Allottee/purchaser and will be paid to the government authority by the promoter.

The Flat Purchaser admits that the amount actually paid by the purchaser to the vendor or the consideration due as per agreed slabs based on the stage of completion, whichever is higher, will attract service tax at 3.09% till 31/05/2015, there after till 14/11/2015 will attract service tax at 3.50%, thereafter till 31/03/2016 will attract service tax at 3.625%, thereafter till 31/05/2016 will attract service tax at 4.35% and thereafter till 30/06/2017 will attract service tax at 4.50%. Out of the balance amount of consideration (i.e. total consideration less the amount on which service tax is paid in the manner as aforesaid), amount that is actually received or due as per the agreed slabs based on the stage of completion on or after 01/07/2017 and up to 31/03/2019, whichever is higher, and further reduced by 33% (deemed reduction of land cost), will attract CGST at 9% + SGST at 9%. However to pass on the benefit of lower tax burden under the GST regime (Anti profiteering as prescribed under Section 171 of GST Law) a credit of 11.25% on account of GST benefit* is being applied. On or after 01/04/2019, the balance amount of consideration (i.e. total consideration less the amount on which service tax and GST is paid in the manner aforesaid) will attract CGST at 0.5% + SGST at 0.5% in case of flats having carpet area up to 90 square meter and gross consideration up to INR 45 lacs and CGST at 2.5% + SGST at 2.5% in case of other flats. Hence tax applicable amounts to Rs.2,42,226.00/(Rupees Rupees: Two Lakh Forty Two Thousand Two Hundred Twenty Six Only) *(The Expected benefit is calculated on the basis of estimated figure of Input credit)



(1e) The Flat Purchaser admits to pay the service tax and GST as above and such other taxes, cesses, charges etc. levied by Government and semi Government authority if any with each instalment on due date or within 7 days from the Promoter giving, verbal, written intimation or E-mail intimation (on-the E-mail ID provided by the customer) to the Flat Purchaser calling upon the Flat Purchaser to make the payment for all the due amounts from the purchaser. Payment in time is the essence of the Agreement. The overall taxation impact on account of transition to GST regime during the period from 01/07/2017 to 31/03/2019 is 4.5% on total consideration value. The above taxes, cesses and charges are subject to change by government and the Purchaser shall pay the aforesaid amount as applicable from time to time, without any objection on his / her part in future."

(1f) The Promoter has allowed in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments for the period by which the installments has been preponed. This provision is made at the request and instance of the Allottee and is voluntarily agreed by the Allottee and, subject to other terms of this agreement, shall not be subject to any revision / withdrawal and shall not be questioned by the Promoter and the Allottee for any reason whatever.

(1g) 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 in the carpet area within the defined limit then Promoter shall refund the excess money paid by 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 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.

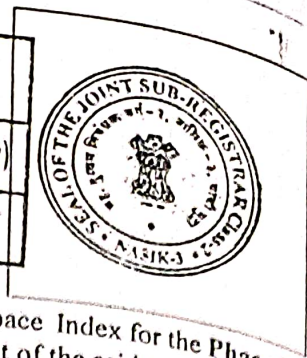
1(h) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the head (s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter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

2(1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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 certificate 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 installment 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) herein above ("Payment Plan")



नसून-३
दस्तावेज क्र. २१०९/२०२२
१६-६२



3. The Promoter hereby declares that, the total Floor Space Index for the Phase No-V-A is permissible as on date is 46898.25 Sq. Mtr. out of the said total floor space index currently consumed FSI on the Phase No-V-A is 29952.57 Sq. Mtrs. only and Promoter has planned to utilize remaining Floor Space Index as available today and in future in other phases 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 (2.75) 46898.25 Sq. Mtr. 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 Promoter based on the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter has disclosed the particulars of the present sanctioned FSI/built-up area and that will be got sanctioned in future in the recitals above.

4(1) If the Promoter fails to abide 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 amounts paid 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, on all the delayed payment 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 installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its 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 condition 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 entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rupees One Lakh or Ten percent of the total amount received, whichever is higher payable to the Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to



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terminate or not to terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination the Promoter will be able to execute the agreement with the new purchaser/allottee.

4(3) The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rupees One Lakh or Ten percent of the total amount received, whichever is higher from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid/reimbursed shall not be refunded by the Promoter to the Allottee.

5. The fixture 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 or before Feb 28, 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control, by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest as mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement.

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, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) Non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC/permission/ licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.



नसम-३
दस्तावेज (२५०७/२०२२)
[Signature]



- (viii) Any act beyond the control of the Promoter.
(ix) Non availability of adequate labour for any reason.
(x) Force-Majeure

It is further clarified that the Promoter shall be entitled for an extension of twelve months, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession for the reasons beyond his control apart from the aforesaid force majeure conditions.

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 15 days 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 fulfillment 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 Apartment/s 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 7.1 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 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

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 its 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.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation to take possession under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any internal or external alterations in any fittings, electrical wire and fittings, tiling, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of water. If any of such works are carried out with / without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of the apartment below / above / adjoining caused due to his act.

7(5) (a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

(b) The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change/alter position of the signage. No encroachment, on atrium/passage/stair etc. will be allowed. The Allottee shall occupy/display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, kitchen gas supply machinery and others) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.

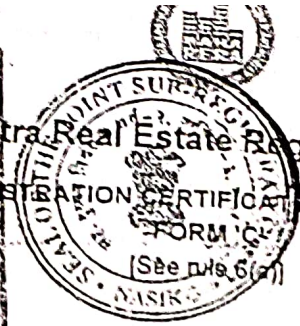
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence or for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

8(a) Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof, along with building/s constructed or to be constructed thereon along with all the facilities, amenities, open spaces etc. shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and apartment will be conveyed by the owners and the Promoters herein within three months from and after (i) completion of construction work of all buildings in the entire scheme / Phase and utilization of entire FSI and TDR, permissible to be utilized in the said Phase as per Development Control Rules (whether previously got sanctioned or not) and after receiving completions certificate from Nashik Municipal Corporation, Nashik (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their apartments to the provisions of the said Act.

Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the unit/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

9. MAINTAINENCE:-

777-3
REGISTRATION CERTIFICATE OF PROJECT
FORM NO. 6 (a)



This registration is granted under section 5 of the Act to the following project under project registration number :
P51600004799
Project: Parksyde Homes Phase 5a Plot Bearing / CTS / Survey / Final Plot No.: S NO 256 PART AND 257 PART
Nashik, Nashik, Nashik, 422002;

1. Jaikumar Constructions Llp 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 (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 09/08/2017 and ending with 31/12/2024 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 Prabhu
(Secretary, MahaRERA)
Date: 8/9/2017 9:48:08 PM

Dated: 09/08/2017
Place: Mumbai

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

नशिक-३
दि. (२५/०९/२०२०)
५०६०२



NASHIK MUNICIPAL CORPORATION

NO: LND/BPI/C1/1594/2020

DATE :- 29/09/2020

**SANCTION OF BUILDING PERMISSION
AND
COMMENCEMENT CERTIFICATE**

TO, M/s. Jalkumar Construction L.L.P. bhagidari sanstha & others thro. G.P.A.H.
M/s. Jalkumar Construction L.L.P. bhagidari sanstha thro. Mr. Merzyan Hosi
Patel.

C/o. Ar. Umesh Bagul & Stru.Engg. Umesh Joshi, Nashik.

Sub -: Sanction of Building Permission & Commencement Certificate on Plot No. -, of
S.No.asper 7/12-
256/2to6/6+256/2to6/8(P)+256/2to6/1+257/4+257/9+257/11+257/12 + P.No. 1to8
from S.No. 256/7
S.No.asper D.I.L.R.
256/2to6/6+256/2to6/8(P)+256/2to6/1+256/7+257A/4+257A/9+257A/11+257A/12
of - Nashik Shiwar.

Ref -: 1) Your Application & for Building permission/ Revised Building permission/ Extension of
Structure Plan Dated: 20/11/2019 Inward No.C1/BP/1341
2) Previous Approved building permission No. C1/1096/2019, Dt:16/10/2019

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 57)

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. After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.
8. Building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land [Ceiling & Regulation] Act, 1976. In case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.
9. The 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.

दस्तावेज क्र. (४५०) / १७५५
५९/४०७



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.

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.

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

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.

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.

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.

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.

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

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.

Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.

Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost.

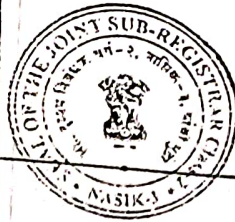
While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government GRs.

As per order of Urban Development Department of Government of Maharashtra, vide TPS2417/487/prs.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.

Proper arrangement to be done on site for telephone facilities in consultation with Telecom Department.

2407/2019
Y2 42



C.C.For S.No.asper 7/12-256/2to6/6+256/2to6/8(P)+256/2to6/1+257/4+257/9
+257/11+257/12 + P.No. 1to8 from S.No. 256/7
S.No.asperD.I.L.R.- 256/2to6/6+256/2to6/8(P)+256/2to6/1+256/7+257A/4
+257A/9+257A/11+257A/12 of - Nashik Shiwar

24. This permission is given on the basis of Title search report submitted by owner/developer, Nashik Municipal Corporation shall not be responsible for the ownership and boundaries of the land.
25. Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.
26. All safety measures & precaution shall be taken on site during construction with necessary signage/display board on site.
27. Provision of rain water harvesting shall be made at site as per rule no 33 of DCPR and also as per Hon. Commissioner order No./TP/Vas/392/2017 dt.05/6/2017 NOC shall be produced from Rain water harvesting cell in plot area more than 5000 sqm
28. NMC shall not supply water for construction purpose.
29. This permission is given on the basis of conditions mentioned in Hon. Labour Commissioner letter No. vide letter No: Nahapra-112010/pr.No.212/kam-2 Date: 30/12/2010 From Ministry of Labour Dept. & the Conditions mentioned should be strictly observed.
30. N.A. order No.422/2012,443/2012 & 28/2014, Dt: 29/10/2012,26/11/2012 & 8/10/2014 submitted with the application.
31. A)Rs.18,62,520+38,135+9,43,830+14,96,930+96,750+50,148+1082560+532400+1835640+2166075+1028545+3336665+3964655+70390 is paid for development charges w.r.to the proposed Construction vide R.No./B.No.77/0539, 02/612, 077/600, 78/0539, 03/612, 05/622, 27/364, 79/539, 80/539, 04/647, 11/674, 41/712, 30/722 Dt. 27/11/2013, 26/10/2015, 4/8/2016, 27/11/2013, 20/10/2015, 18/04/2016, 16/11/2016, 27/11/2013, 27/10/2013, 27/04/2017, 17/02/2018, 10/10/2019, 14/1/2020
B) Rs. 1091041+959844+17705+1440552+1682809+1321910 is paid for development charges w.r.to the proposed land development.
Vide R.No./B.No.30/5378, 33/538, 04/626, 79/539, 31/538, 73/666, Dt:27/11/2013, 27/11/2013, 22/04/2016, 27/11/2013, 27/11/2013, 17/02/2018
32. Tree plantation shall be made as per the guidelines of Tree Officer of N.M.C. & NOC Shall be obtained before occupation certificate.
Rs.51955+45709+68597+80134+62950/- Deposited vide R.No./B.No.25/2326,23/2326, 24/2326, 26/2326, 9/2903 Dt: 27/11/2013, 27/11/2013, 27/11/2013, 17/02/2018
33. Drainage connection charges Rs.180000 +80000+ 156000+ 32000 + 105000 + 212000 +248000+27000+255000+2,68,000/- is paid vide R.No./B.No. 01/8337, 97/2400, 100/8193, 21/2116, 33/2887, 99/8193, 98/8193, 64/4358, 50/5608,96/7741 Dt: 27/11/2013, 4/8/2016, 27/11/2013, 18/04/2016, 16/11/2016, 27/11/2013, 27/11/2013, 27/04/2017, 17/02/2018, 10/10/2019.
34. Welfare Cess charges Rs. 1368840+50535+1110390+ 1100154 + 128225 + 589975 + 1586775+1622814+1914935+1156855+3752895+4459220+79170 is paid vide R.No./B.No.35/1260, 97/2400, 100/8193, 36/1260, 21/2116, 33/2887, 99/8193, 98/8193, 64/4358, 50/5608,96/7741,17/8006 Dt: 26/10/2015, 4/8/2016, 27/11/2013, 26/11/2015, 18/04/2016, 16/11/2016, 16/11/2016, 27/11/2013, 27/11/2013, 27/04/2017, 17/02/2018, 10/10/2019, 14/1/2020.
35. Premium for Staircase Charges Rs.1909075+799200+1353905+225640+1045325 is paid vide R.No./B.No. 35/1260, 97/2400, 36/1260, 21/2116, 33/2887, Dt: 26/10/2015, 4/8/2016, 26/10/2015, 18/04/2016, 16/11/2016.
36. Charges for "Premium paid FSI" is paid vide Rs.1408320/- is paid vide R.No./B.No.38/8005 Dt:14/01/2020.
37. Infrastructure Improvement Charges Rs: 4980000+7880000+20549885/- is paid vide R.No./B.No.34/269, 33/2887, 20/7743 Dt: 16/11/2016, 16/11/2016, 11/10/2019.
38. This permission is given on the basis of affidavit given by applicant Dt: 22/11/2013 for disposal of excavated/debris material on his own at the prescribed site.
39. This permission is given on the basis of affidavit given by applicant Dt: 22/11/2013 regarding NMC supplied water and any public source of water should not be used for construction purpose. Also after obtaining occupancy certificate decision of NMC regarding drinking water supply connection shall be binding on applicant.

This permission is given on the strength of provisional fire NOC from CPD, Nashik, Dt: 07/06/2019 & conditions therein strictly followed.
letter No: NMC/FIRE/WS/III/Resi-III/2019



Provision of Fire Protection requirements shall be done as per appendix 'J' of DCPR & if applicable then NOC shall be obtained from C.F.O. where the building permission is given under Rule 6.2.6.1 of DCPR

This permission is given on the strength of DRC No: 727, Dt: 04/10/2018 and DRC No: 850A, 850C, 850, 851, 850L, 850K, 850H, 851K, 850J, 851M, 850I, 851L, 850D, 850E, 851G, 851H Dt: 13/06/2019 and 7880.00+4980.00+736.4106+399.849+1169.7341 +2110.6748+187.6073+1278.6094+1278.6094+2205.4805+1278.6094+1110.1178 +1278.6094+2205.4805+1015.1492+1538.6503+439.7239+548.6694 = 31541.0937 sq.mt TDR area utilized from the same.

This permission is given on basis of the Environment Clearance certificate from Environment Dept. Date - 14/02/2019 & Newly proposed work shall be started only after obtaining Environment Clearance.

Previously approved building permission vide G.C.No:C1/1096/2019, Dt: 16/10/2019 & is hereby as cancelled.

EWS/LIG Area required 2517.92 sq.m. is proposed in adjoining land s.no. 256/2to6/2 +256/2to6/3+256/2to6/4+256/2to6/8(P) vide letter no.LND/BP/1398/2019, Dated- 26/12/2019.

This Permission is given on basis of affidavit submitted by the owner for Establishing STP as per U D.D. order No. TPS-2413/Nashik-19/Pra Kra 245/2013/Na VI-9, Date 15/1/2016 & also shown Recycling of waste water & storm water disposal arrangement to be done at site before plinth completion certificate

This Permission is given on Pre-code Basis As the Initial building permission is given on strength of standing committee R.NO.807 DE.2012/2003 & also Approved by Hon. Commissioner.

Garbage chutes shall be provided, separately for dry & wet garbage with proper collection arrangement at ground floor.

Well to be protected/filled up as per guidance or supervision by PWD, NMC by suitable means before occupancy certificate.

Commercial N. A. order & N. A. Tax receipt shall be produced before occupancy certificate.

This permission is given on the basic Sanding Committee resolution No. 807, Dt. 20/02/2016.

Internal sewerage/drainage system, water supply system, storm water system, path way construction & street light etc. shall be done and maintained by applicant to be the satisfaction of concerned authority.

This permission is given on the basic of affidavit regarding road approached.

It is necessary to cover the construction site with green net/shed net & garbage shoot to avoid air pollution & Geo tag photo should be produce before occupancy certificate.

Parking area should be paved & kept open for parking purpose only.

It is necessary to provide sat of dry and bult dust bins for segregation of waste.

Executive Engineer
Town Planning Department
Nashik Municipal Corporation, Nashik.

No. LND / BP / C1 / 1394 / 2020
Nashik, Dt 23/01 / 2020
Copy to : 1) Divisional Officer