Mrs. VIDYULLATA - IATED | W Com., LLB. Advocate | Office No. 907, Business Centre, Above S8I Bank, Govind Nager, Nashik-422 509

92026

(m)

340/12883 Friday,December 27 ,2024 6:09 PM पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 15861

दिनांक: 27/12/2024

गावाचे नाव: नाशिक शहर - ४

दस्तऐवजाचा अनुक्रमांक: नसन3-12883-2024

दस्तऐवजाचा प्रकार : अँग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: निलेश दत्तात्रय येवले

नोंदणी फी दस्त हाताळणी फी रु. 30000.00

रु. 700.00

पृष्ठांची संख्या: 35

एकूण:

रु. 30700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:28 PM ह्या वेळेस मिळेल. Joint Sub Registrar Nashik3

बाजार मुल्य: रु.3731000 /-मोबदला रु.4480000/-

भरलेले मुद्रांक शुल्क : रु. 268800/-

सह. दुरयम मिलंधक वर्ग-२ माशिक-३.

1) देयकाचा प्रकार: DHC रक्कम: रु.700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224273708224 दिनांक: 27/12/2024

बँकेचे नाव व पत्ताः

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013278154202425E दिनांक: 27/12/2024

बँकेचे नाव व पत्ता:

सुल हरन परत केला



CHALLAN MTR Form Number-6



GRN MH013278154202425E BARCODE										
Department Inspector General Of Registration		Payer Details								
Stamp Duty	TAX ID / TAN (If Any)									
Type of Payment	PAN No.(If Applicable)									
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRA	Full Name NILESH DATTATRAY YEO			DLE AND	1 OTHER	١				
Location NASHIK										
Year 2024-2025 One Time		Flat/Block No. S.NO.892/4B/2/1, PLOT NO.1,								
Account Head Details	Amount In Rs.	Premises/Bu	ilding							
0030046401 Stamp Duty	268800.00	Road/Street		FLAT NO.401, VIS	HWARA	AJ HEIGI	-ITS			
0030063301 Registration Fee	30000.00	Area/Locality	,	NASHIK						
		Town/City/Di	strict							
		PIN			4	2 2	0 0	9		
दलक्र. ८००	305X) (XX0	Selconomary NASIK		HARVA BUILDCOM	N PARTI	NERSHI	P FIRM~			
		Amount In	nt In Two Lakh Ninety Eight Thousand Eight Hundred Rupee							
Total	2,98,800.00	Words s Only								
Payment Details BANK OF INDIA	FOR USE IN RECEIVING BANK									
Cheque-DD Details	Bank CIN	Ref. No.	02202292024122705462 181969000			9000				
Cheque/DD No.		Bank Date	RBI Date	27/12/2024-12:2	8:52	Not Ve	erified with	RBI		
Name of Bank	Bank-Branch BANK OF INDIA									
Name of Branch	Scroll No. , Date Not Verified with Scroll									

Department ID : Mobile No. : 8888159111 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरयम निबंधक कार्यालयात नींदणी करावयाच्या दस्तांसाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .

Receipt of Document Handling Charges

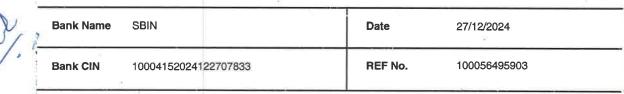
PRN 1224273708224 Date 27/12/2024

Wh

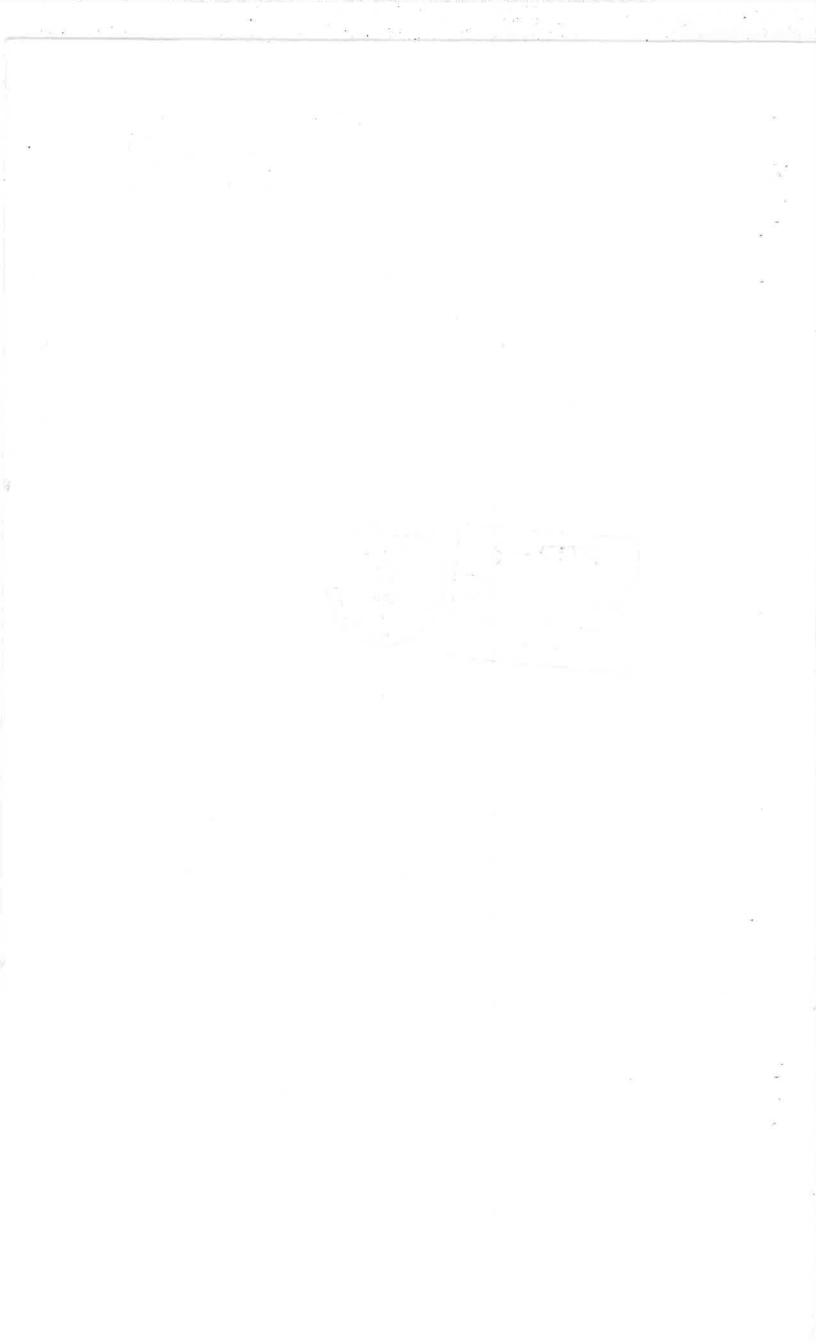
Received from Self, Mobile number 9823133121, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.

Payment Details

2:29:46



This is computer generated receipt, hence no signature is required.





Section no. 1.3.58

Rate As per Ready Reknor: For Flat 37,800/- Per Sq. mtrs.

Market Valuation Rs.: 37,31,000/-Consideration Rs.: 44,80,000/-

Stamp Rs. : -2,68,800/-

Registration Fee Rs.: 30,000/ -

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT NASHIK ON THIS 27 th DAY OF DECEMBER IN THE CHRISTIAN YEAR TWO THOUSAND TWENTY FOUR

BETWEEN

ATHARVA BUILDCON PARTNERSHIP FIRM

Having its office at- Shop No.616 & 617 , Business World , Govind

Nagar , Nashik-422009

Pan: - ABZFA 1180 H

Mobile - 9421564987

Email Id -atharvabuildcon1@gmail.com

Through its Partners

1. SHRI. SUNIL RAMCHANDRA PHARANDE

Age: - 58, Occ.: - Business

2. SHRI.RAVINDRA RAMESH MAHAJAN

Age:-41, Occ.:- Business

Hereinafter called as "PROMOTER," (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter, Builder and the Developer and/or all person/s claiming under or through the said PROMOTER, and their present and future partners, legal heirs representatives and assigns); PARTY OF THE FIRST PART.

AND

1. MR. NILESH DATTATRAY YEOLE

Age:- 45 Years, Occ.:- Service

Pan - ABMPY 1418 K

Mobile No- 9545454619

2. MRS. SUNITA NILESH YEOLE

Age:- 42 Years, Occ.:- House wife

Pan - DGMPK 1225 A

Mobile No- 9922032079

Both R/at- Flat No.03, Chetana Avadhoot Apartment, Chetana nagar Rane Nagar, Cidco, Nashik -422009.



Hereinafter referred to as "THE ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators and assigns or anybody claiming through him/them) PARTY OF THE SECOND PART.

AND WHEREAS the Party of the First part i.e Promoter, the owners are absolutely entitled to and / or seized and possessed of free from all encumbrances whatsoever buildeble landed all that piece and parcel of land bearing S. No.892/4B/2/1, Plot no. 1, admeasuring 503.00 Sq. mtrs. lying and being at Nashik city - 4 shiwar, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik, Thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

AND WHEREAS Atharva Buildcon Partnership Firm through partners Mr. Sunil Ramchandra Pharande & Mr. Ravindra Ramesh Mahajan had purchased plot no.1 out of S.no.892/4B/2/1 area admeasuring 503.00 sq.mtrs. from Deepak Narayan Shinde (HUF) alias D.N. Shinde (HUF) through karta Deepak Narayan Shinde with consent of Niti Deepak Shinde by registered sale deed. The said sale deed was registered in sub registrar office Nashik-3 at Sr. No.6790 dated.09/06/2023. On the basis of the said Sale Deed Mutation Entry No.407834 is certified for recording their names in the "Ownership" column of the 7/12 extract.

AND WHEREAS the said layout was sanctioned by Assistant Director Town Planning Nashik Municipal Corporation vide their letter No. Ja. No. /LAND /Final / 30/766, dated 19/05/1994.

AND WHEREAS the said property was converted for nonagricultural use and a permission to this effect U/s. 44 of Land Revenue Code from Collector, Nashik, Bearing No. Kra.Maha / Kasha -3/ N.A./ 260/1993, Nashik, dated 10/ 08/1993. M. E. No. 30842 had been mutuated to that effect and seprate 7/12 Extract was prepared.

AND WHEREAS Promoter had purchased TDR area admeasuring 38.92 sq.mtrs. out of DRC number 1096 from Gautam Mohanlal Sakhla by registered Sale Deed. The said Sale Deed was registered in sub registrar office, Nashik 5 at Sr.no. 9303 dated 25/07/2023.



AND WHEREAS at present, 7/12 extract shows area admeasuring 503.00 sq.mtrs. But actual area available on site is 498.93 sq.mtrs. Hence Promoter had prepared a building plan for area admeasuring 498.93 sq.mtrs. (actual area available on site) which is approved by Nashik Municipal Corporation vide their Commencement Certificate no. LND/BP/A4/138/2023 dated 07/08/2023. The said building consists 3 shops on ground floor & 12 Flats on first to six floor. Hence, actual area of plot available on site is 498.93 sq.mtrs. which is less than 500.00 sq. meters, hence Rera is not Applicable to said project.

AND WHEREAS the Party of the First Part represented that based on the Sale Deeds, has become an absolute Owner of the said landed properties and their names are recorded in the record of rights of the said Project Land as absolute Owners, and the said Owner have clean and clear marketable to the said Project Land which are free from all encumbrances and reasonable doubts;

AND WHEREAS by virtue of the above said documents, the Party of the First Part, the Promoter, herein, is entitled to implement the Scheme of construction on the said Project Lands and to deal with it as per the terms and conditions of the said documents;

AND WHEREAS the said Promoter, pursuant to the right, title and interest conferred upon it by the aforesaid documents, has decided to implement Construction Scheme on the said Project Land/s and to sell out the Tenements/shops/Flats/Units, etc., to accept the consideration by any mode and to execute and to get registered the requisite documents, such as Agreements for Sale, Deed of Apartments, etc., in favour of the intending Allottee/s;

AND WHEREAS the Promoter would be developing the aforesaid Project Lands, by constructing building which shall have common amenities for entire property. The Promoter would be constructing a building of a number of floors comprising of a number of Apartments/Units on the said Project Lands in the housing complex named as "VISHWARAJ HEIGHTS"; by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS);

AND WHEREAS the Promoter has commenced with the work of construction and specifications, which is herewith attached and marked as "Annexure B"



AND WHEREAS each Allottee of the respective premises has to pay and bear the outgoing expenses individually or in common as shown in "Annexure C".

AND WHEREAS the Promoter has appointed and engaged services of competent Architect namely Kshitij B Dhande and Structural Engineer Namely Ujval R Chaudhari.

AND WHEREAS the plans and specifications are displayed for inspection at the site and also in the office of the Promoter.

AND WHEREAS the Promoter is executing the Agreements of like nature with other Allottees of the other constructed areas.

AND WHEREAS the Promoter intends to sale different premises forming part of the building of the proposed Complex to such persons who are interested in purchasing such premises.

AND WHEREAS the Allottee approached the Promoter with a request to sell on ownership basis the premises more particularly described in the "II" Schedule written hereunder.

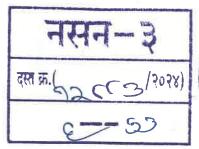
AND WHEREAS after due deliberations and discussion, the Allottee and the Promoter have entered into a concluded contract where under the Promoter has agreed to sell the Allottee the said premises for the consideration as agreed upon between the parties.

AND WHEREAS the title of the Promoter to the said property was investigated by Adv. Sau. Tated V.K. whose title certificate has been enclosed to these present.

AND WHEREAS the Allottee has also satisfied himself/herself about the free and marketable title of the Promoter to the said property.

AND WHEREAS ther Allottee has been given full free and complete inspection of the plan and specifications duly sanctioned by the Corporation and all other titled deeds and documents.

AND WHEREAS the Allottee with an intention to purchase constructed premises, demanded inspection of the documents herein above, including the Sale deed and Agreement with the Architect etc. which are specified under Maharashtra Ownership Flat Act, 1963 (hereinafter referred to as "The said Act") (Regulation of Promotion of Construction, Sale, Management and Transfer





-6-

) and Rules thereunder further the Promoter has adopted the mode of the Maharashtra Apartment Ownership Act, 1970 and rules framed thereunder for commencing and completing the said Housing Project to be constructed upon the said property under his sole discretion and choice available under the concerned Law. And the Allottee is satisfied about the title of the owner of the said plot and to sell the constructed area, approved plans permissions and the Allottee admits to have received the copies of the following documents;

- A) 7/12 Extracts and Mutation Entries
- B) Copy of N.A.Order.
- C) Copy of Sale deed
- D) Title Certificate.
- E) Building Plan & Commencement Certificate

And the Allottee admits to have received the copies thereof which are not annexed to this Agreement.

AND WHEREAS the Promoter undertakes to comply with all terms and conditions, of sanction order and get the renewal thereof as and when required.

AND WHEREAS the Promoter has observed all necessary norms and technicalitites required to be completed before entering into transaction with the Allottee in respect of said Flat premises. Further a clear understanding is given to the Allottee that the said property shall be submitted under an Apartment Scheme and accordingly shall be declared under the said Declaration Deed. Hence, the Allottee will have to purchase the said flat under the scope and under the provisions of said Declaration Deed.

AND WHEREAS the Allottee wants to purchase the constructed premises of the **Flat No.401** on **Fourth Floor** more particularly described in the Second Schedule of this Agreement and hereinafter referred to as "The said Premises" for the sake of brevity and the Allottee has approved the specifications for the construction as proposed by the Promoter

AND WHEREAS the Allottee has applied to the Promoter for allotment of the Flat No.401 on Fourth Floor in the Building known as "VISHWARAJ HEIGHTS"

AND WHEREAS the total consideration of the said premises with the common share in the area of staircase and landing, passages in the building



is fixed at Rs. 44,80,000 /- (In words Fourty Four Lakh Eighty Thousand Only) excluding all other expenses and costs as specified hereinafter to be borne by the Allottee.

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

- 1. The Promoter shall construct the said building of 3 shops on ground floor & 12 flats first to sixth floors on the said property according to the plans, designs, approved by the concerned Local Authority and the specifications annexed hereto with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned Local Authority or the Government and the Allottee has given his irrevocable consent to such variations and modifications, and it shall be treated and considered as consent by the Allottee in writing.
- 2. The said price of the said premises is on carpet area basis and area of the said premises is calculated as per the plans presented and presently approved by the authority. The carpet area is calculated as per rera guideline

Further, it is expressly agreed by the Allottee while entering into transaction of purchase of the said Flat that the area of the said Flat shall be calculated and measured on the basis of rera Carpet area,

The said scheme of carpet area is explained to the Allottee and with the understanding of above calculations and on an undertaking of the Allottee to accept the said calculations of the area of said Flat, the Allottee hereby undertakes not to cause any dispute in this behalf with the Promoter.

If on final measurement the area increases or decrease, the price shall be accordingly increased or decrease.

3 a) The Allottee has agreed to purchase the said premises and the Promoter has agreed to sell the same at or for Rs. 44,80,000/- (In words Fourty Four Lakh Eighty Thousand Only) and the price mentioned above is the lump sum price for the said premises having Carpet area admeasuring 79.70 sq. mtrs with area of Balcony attached to apartment admeasuring 4.5 sq.mtrs. + 5.525 sq.mtrs. The said price is with the proportionate common share of the staircase and landing passages. The said Consideration Amount excludes Stamp Duty & Registration Charges. The stamp duty and registration charges will be paid by Allottee.



- b) The Allottee hereby agrees and declares that the aforesaid total amount of consideration to be paid to the Promoter in respect of the said premises which is intended to be purchased by the Allottee and shall have no grievance if the total carpet area of the said flat differs than agreed upon while taking possession
- c) The consideration is exclusive of :-
- 1) All costs, expenses and engrossing of this Agreement and Sale Deed/ Deed of Apartment whether executed individually for the said property and/or in common for the said property.
- 2) Electric and water meter and connection thereof with deposit **Rs.** /-therefore and supply thereon from the main lines.
- 3) Share of outgoings, if any, as per the "Annexure C"
- 4) Stamp Duty, Registration Fees for Agreement to Sale
- 5) The amount of sales tax, if charged levied contemplated herein between the parties.
- 6) The amount of Stamp Duty, Registration Fees, GST if any which may arise hereafter for this transaction in future.
- 7) Any other special expenses, taxes, charges which may arise hereafter for the said transactions or for any facilities required to be provided as per the directions of concerned authorities.
- 8) It has been agreed that the Allottee shall pay an amount of Rs. /-only) in lump sum towards the deposit for Lift maintaince for building.
- 4. The Allottee has paid on or before execution of this agreement a sum of Rs as under:

Rupees

4,80,000/-

(In words Rupees Four Lakh Eighty Thousand Only) paid by cheque no.047281, dated 23/12/2024 drawn on Karnataka Bank Ltd., Branch Nashik.

Particular

Total Rs. 4,80,000/-(In words Rupees Four Lakh Eighty Thousand Only)

(as advance payment / part payment of consideration and hereby agrees to pay to the Promoter in following manner;



PAYMENT PLAN	Percentage
Booking Amount	5.00%
Agreement (Complete CAmt)	20.00%
Initiation of Plinth	10.00%
Initiation of 1 st Slab Casting	10.00%
Initiation of 3 rd Slab Casting	10.00%
Initiation of 5 th Slab Casting	10.00%
Initiation of 6 th Slab Casting	14.00%
Completion of Brickwork	15.00%
Completion of Lift Painting etc	5.00%
Before Possession /within 1 month	
from Completion	
Certificate	1.00%
Grand Total	100.00%

- The Allottee agress to pay the aforeaid sums on due dates without 5. defaults. The payment of the remaining amount as mentioned above is the condition precedent to the continuance of Agreement and is the essence of the Agreement between the parties
- The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which ,may have been imposed by the Local Authority at the time of sanction of the said plans or thereafter and shall before handing over the possession of the said premises to the Allottee obtain from the concerned Local Authority, Occupation and/or Completion Certificate in respect of the said premises.
- The Promoter hereby declare that no part of the floor space index in 7. respect of the said property has been utilised by the Promoter else where for any purpose whatsoever.
- The Promoter hereby declares and the Allottee hereby agrees that; 8.
- The F.S. I. of unsold premises or the premises not constructed shall remain the property of the Promoter. The areas excluding the staircase and landings shall remain the property of the Promoter. The right of ownership of terrace shall remain with the Promoter only and the Promoter may deal with



area of the terrace and the areas as he/they deem fit. Further, the Promoter shall also be entitled to use the terrace for any Beneficial Purpose.

- II) If any additional F.S.I. made available by the Authority, the Promoter alone shall be entitled to the benefit thereof.
- III) The Allottee shall not raise any objection for the utilisation of the F.S. I. as aforesaid by the Promoter for the construction of the additional premises and the sell thereof.
- 9. The Promoter is developing the property in his own name and right. The Promoter declares that the Allottee on the verification of title deeds admits that the said property is free from all encumbrances.
- 10. On the Allottee committing default in payment on due date of any amount due and payable to the Promoter under this Agreement (including her proportionate share of taxes levied by concerned Local Authority) and other outgoings on the Allottee committing breach of any, of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement:

PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee 15 days prior notice, in writing, of his intention to terminate this Agreement and of the specific breach of breaches of terms and conditions in respect of which it is intended to terminate the Agreement and the default shall have been made by the Allottee in remedying such breach or breaches within a reasonable time after the giving of such notice.

11. It is expressly agreed by the Allottee that time for payment of each of the aforesaid installment of consideration is the ESSENCE of this Agreement. In the event of the Allottee making any default of payment of any one installments of the Purchase price on the due date, as stated above, the Promotershall be entitled to terminate this Agreement and in that event to forefit all or any and / or any of the amounts paid by the Allottee, towards installment of purchase price.

However any indulgence or leniency shown by the Promoter to the Allottee for the delay caused in payment of any of the due installments, shallnot be construed as a right by the Allottee. The Allottee for any such delayed payment undertakes to pay interest @ 18% p.a. till such defaulted installments is not



cleared by him. Such condition of delay shall be totally at the discretion of the Vendor.

Therefore, the Promoter shall be at libery and entitled to sell the said Flat premises to any other paty, firm or institution for any such consideration as the Promoterin his discretion may deem fit, in caser of any default of payment schedule. For claim of any amount payable, isuance of a notice shall not be a requirement, as expressly agreed by the parties.

12. On the Allottee committing default in payment the amount on due dates or stages or any amount becoming due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and/or other outgoings the deposit amounts of electric and water meter or any other expenses) and upon the Allottee committing breach of any of the terms and conditions therein contained, then the promoter is entitled to terminate this agreement at his option.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter has given to the Allottee 15 days prior notice in writing (the notice being sent by registered post acknowledgement due or under certificate of posting or being personally delivered on the Allottee) of his intention to terminate this Agreement and intimating of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and defaults made by the Allottee and calling upon the Allottee to remedy such breach or breaches within the specific period after giving of such notice.

The Promoter shall not be liable to pay the Allottee any interest on the amount so refunded and the termination of this Agreement on refund of the aforesaid amount by the Promotershall be at liberty to dispose off and sell the said premises to such person and at such price as the Promotermay in their absolute discreation think fit. Upon termination of this agreement the Allottee shall handover the documents received by him to the Promoter and further agrees to register the Cancellation Deed. The refund of the amount by the Promoter and returning of the documents by the Allottee shall be simultaneous.

Provided that the Promoter shall be entitled to reasonable extension of the time for giving the delivery of flat/shop/said premises later than the aforesaid date if the compltion of the building is delayed on account of:



- a) Non availability of steel, cement other building materials, water and/or electric supply; or
- b) War, civil commotion or act of God; or
- c) any notice, order, rule, notification of the Government and/or other public or competent authority; or
- d) Any act beyond the control of the Promoter. Provided always that if the construction cannot be completed within the said period on account of acts hereinbefore referred, then the Allottee may, if the Allottee wants to cancel and terminate this agreement and does not want to wait further till completion of the building, the Allottee may call upon the Promoter to refund the consideration and the amount paid under this agreement and the Promoter on deduction of the expenses, if any, refund sum of payment at simple interest @ 9% p.a. on such refund the Promoter is entitled to deal with and dispose off the said premsies as deemed fit.
- 13. The Promoter shall give actual possession of the said premises to the Allottee On or Before 30/04/2025 & after receiving full payment of agreed consideration and after duly completing the construction of the said premises with all the amenities as specified in the Schedule subject to making payment in due time.
- 14. The Allottee shall receive actual possession of the said premises on payment of all the sums to be paid under this agreement to the Promoter. The delivery of possession shall be at the time of conveyance only. If sums to be paid by the Allottee, remain unpaid on demand, the Promoter shall terminate and cancel this agreement.
- 15. It is further agreed that if there shall be any dispute about how the delivery possession should be given, then the Allottee is entitled to ask for refund of money after deducting the expenses of Promoters) with simple interest @ 9% p.a.
- 16. It is further agreed by the Promoter that:
- a) If within five year from the date of the possession, there is any structural defect brought to the notice of the Promoter by the Allottee, necessary repairs shall be carried out by the Promoter.



- b) It is further made clear that in view of clause 22, it is the responsibility of the Allottee to maintain the premises in good condition.
- c) It is further made clear that the Promoter is not responsible for reasonable wear and tear of the said premises.
- d) It is further agreed that as regards standard of material, opinion of the appointed Architect shall always prevail.
- 17. The Allottee shall use the said premies or permit the same to be used for the residential purpose without creating nuisance of any kind.
- 18. The building shall be named at " VISHWARAJ HEIGHTS"
- 19. The Allottee agrees and undertakes to sign and execute from time to time the applications, affidavits for registration and/or membership and other papers and documents necessary for formation and registration of the apartment and bye-laws of the proposed apartment and duly fill in sign, and return to the Promoter within eight days for the same being forwarded by the Promoter to register the organisation of the Allottees under the relevent provisions of laws applicable thereto.

The Promoter of the project state that, no objection shall be taken by the Allottee if any changes or modifications are made in draft, bye-laws, Memorandum and/or Arcticles of Association as may be required the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other competent Authority. The Allottee also gives his consent for the provisions of rules and bye-laws being included for the protection of rights of the Promoter for unsold premises, use of terrace, the rights of the increased F.S.I. The Purchasaer agrees to pay his/her share, and proportionate expenses for formation and registration of the Society/Limited Company/ Apartment and the documents to be prepared thereunder.

20. It is agreed between the Allottee and the Promoter that even though the Apartment/Society or Limited Company is formed earlier, still the Conveyance of the said property shall be executed and registered after the whole of the constructed area is sold and whole of the F.S.I. of the plot is consumed by the Vendor.

The Allottee, if wants to get the possession of the said premises earlier before the conveyance of the said property, the Allottee will get individual sale



deed executed for the said premises at his own costs and the Allottee shall thereafter also bear proportionate expenses for the conveyance of the said property.

Provided always that the individual final conveyance the unltimate conveyance of the said property shall be in accordance with the Agreement and also subject to the terms and conditions.

- Commencing a week after notice in writing is given by the Promoter to 21. the Allottee that the said premises are ready for the use and occupation, the Allottee shall be laible to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of Clerks, Bill Collectors, Chowkidars, Sweepers and all other expenses necessary for and incidental to the management and maintenance of the said land and building. Until the Society/Apartment or Limited Company is formed and the said land and building are transferred to it. The Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter only) per month provisional monthly contribution of Rs. /- (Rupees towards the outgoings. The Allottee undertakes to pay such proportionate/ provisional monthly contribution and scuh proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever, if the said amounts are not paid, then the Promoter Society/Association/Apartment may withhold the water or other supply to the premises of the said Allottee.
- 22. The Allottee himself with an intention to bring all persons into whomsoever hands the said premises, may come, doth hereby covenant with the Promoteras follows:
- a) To maintain the said premises at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done any thing in or to the building in which the said premises is situated and shall not in any manner cause damage to the premises orpart thereof or the parts of the building.



- To carry at his own costs all internal repairs to the said flat and maintain the said premises 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 building in which the aid premises is situated and carry out all instructions as may be given by the concerned Local Authority under the rules and regulatioins and bye-laws thereof. And in the event of Allottee committing any act in contravention of the above provisions, the Allottee shall solely responsible and liable for the consequences thereof to the concerned Local authority and/or other Public Authority.
- Not to demolish or cause to be demolished the said premises or any c) part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature, in or to the said premises or any part thereof nor any alterations in the elevation or outside colour shceme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtances thereto in good, tenantable repair and conditon and in particulars so also to support shelter and protect the other parts of the building in which the said premises is situated and shall not chiesel or in any manner damage to columns, beams, walls, slabs or R.C.C. paradies or other structural items in the flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- Not to store any goods which are hazardous, combustible or dangerous d) nature or are so heavy so as to damage the construction or structure of the building in which the said premises is situated or storeing of which goods is objected by the concerned Local Authaority or by any other Allottee in the said premises and shall not carry on or caused to be carried any kind of other business or proffessional activities which will affect peace and tranquility of the building and which will be objected by other occupiers, members of the building.
- Not to do or permit to be done any act or thing which rendors void or e) voidable any insurance of the premises situated or any part there of or whereby any increased premium shall become payable in respect of the insurance.
- Not to allow to be thrown the dirt, rubbish, rags, garbage or other refuse f) or permit the same to be thrown from the said premises in the compound or any portion of the said premises, land and building in which the said premises is situated.



- g) To pay the Promoter within the seven days of demand by the Promoter, his share of security deposit, demanded by the concerned Local Authority or the Government for giving water, electricity or any other service in connection to the building in which the said premsies is situated.
- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerne Local Authority and/or Government and/or other Public Authority and pay the said amounts punctually.
- i) The Allottee shall not let, sub-let, transfer, assign or part with the Allottee's intention or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the said Allottee to the promoter under this Agreement are fully paid up and also thereafter with intimation and consent of the Promoters.
- j) The Allottee shall observe and perform all the rules and regulations which the Apartment or Limited Compony 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 said premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being inforce of the concerned Local Authority and of Government and other Public Bodies. The Allottee shall also observed and performed all the the stipulations and conditions laid down by the Society and/or the Limited Company/Apartments regarding the occupation and use of the said premises and in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the Apartment;
- k) Till conveyance of building in which the said premises is situated is executed, the Allottee shall permit it the Promoter and their Surveyors, Agents, with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state of and condition thereof and after formation of Society/Association allow the said office bearers to enter to the said premises for the said purposes;
- I) The Allottee shall not use the premises for the industrial manufacturing purposes, workshop., Auto garage, flour mill, printing press and liquor shop or for any other immoral or illegal purposes, whether the premises agreed to be sold are residential or commercial;

- m) The Allottee shall not have his premises painted from outside by different colour than provided to the building nor the Allottee shall change the elevation of the building. The Allottee shall also not use additional doors, windows, ventilators, opened other than already provided.
- n) All the Owners of flats are restricted to display any such name-board or any advertisement material beyond the height of their respective flats which will spoil the beauty of look of the elevation of building "VISHWARAJ HEIGHTS
- " This restriction is as well applicable to other owners of the Residential/ Commercials Units.
- o) The parking provided on the Ground floor of the building, is reserved for the vehicles of the occupants of residential units.
- 23. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobies staircases terraces recreation spaces etc. will remain the property of the Promoteruntil the said land and building is transferred to the Society/Apartment/Limited Company as hereinbefore mentioned.

It is at the discretion of the Promoter to allot the adjoining terraces of the flats to the respective flat holders and also to the lawn areas, parking areas exclusivelyto the owners of the concerned apartment. The Allottee shall not raise any objection thereof.

- 24. The Promoter shall have a right and paramount lien and charge on the said premises in respect of any amount not paid by the Allottee under the terms and conditions of this Agreement.
- 25. The Promoter shall be at liberty to sell, assign, transfer of otherwise deal with the right, title and interest in the plot and building subject to the rights of the Allottee in respect of the said premises.
- 26. If the Allottee neglects, omits or fails for any reason whatsoever to the Promoter any part of the amount due and payable to the Promoter by the Allottee under the terms and conditions of this Agreement (whether or after the delivery of possession) within the time limit specified or if the Allottee shall in any other way fails to prefer or observe any of the covenants and stipulations



therein contained or referred to the Promotershall be entitled to re-enter upon and resume the possession of the said premises and every thing whatsoever therein and this Agreement shall cease and stand terminated subject to the clause mentioned above.

The Allottee herein agrees that on the Promoter's re-enter on the said premises as aforesaid, all the rights, title and interest of the Allottees in the said premises and under this Agreement shall cause and that the Allottee shall also be liable for immediate ejectment as tress-passer.

- 27. If the Allottee is desirous to obtain loan from any Corporation or Financial Institution then it will be the liability of the Allottee to make the same available and also to bear all the expenses for additional copies of plans, agreements, certificates of property described in the Schedule -"II" to be purchased by the Allottee shall only be encumbered with the liability of the loan.
- 28. The Allottee hereby covenants with the Promoter to observe or perform the covenants, conditions contained in this Agreement and to keep the Promoter indemnified against the said payment and observance or performance of the said covenants and conditions expect as far as same ought to be observed by the Vendor.
- 29. Any delay tolerated or indulgance shown by the Promoter in enforcing the terms of this Agreement or any forebearance or giving of time to the Allottee by the Promotershall not be construed as a waiver on the part of the Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice to the right of the Promoterto terminate this Agreement.
- 30. The Allottee shall present this Agreement as well as the Conveyance at the proper registration office for the registration within the time limit prescribed by the Registration Act and the Promoterwill attend such office and admit execution thereof.
- 31. 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 at their respective addresses specified below:



MR. NILESH DATTATRAY YEOLE Name of Allottee-1.

> 2. MRS. SUNITA NILESH YEOLE

Both R/at- Flat No.03, Chetana Avadhoot (Allottee's Address) -Apartment, Chetana nagar Rane Nagar

,Cidco,Nashik -422009.

ATHARVA BUILDCON

Notified Email ID: -@gmail.com

(Promoter Name) -Partnership Firm Through its Partners

> 1. SHRI. SUNIL RAMCHANDRA PHARANDE

2. SHRI.RAVINDRA RAMESH MAHAJAN

Having its office at- Shop No.616 & 617 (Promoter Address) -

,Business World ,Govind Nagar ,Nashik

Notified Email ID: atharvabuildcon1@gmail.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.

- 32. The parties hereto admit that this Agreement is not between employer and employee. This Agreement is in respect of the complete premises, though the price is to be received by installments, the Allottee admits that the Promoter are not a Contractor appointed by the Allottee. The specification are prepared by the Promoterand accepted by the Allottee. The Allottee admits that Promoter has already commenced the work of construction as per the specifications.
- 33. The Allottee further agrees that if construction could not be completed within the specified time on account of the acts beyond the control of the Promoter then the Allottee hereby agrees and undertakes to pay the following amount:
- The difference as on account of escalated price of building material and labour charges and decision thereof will be given by the Architect of the Vendor.
- b) The additional taxes or new taxes imposed by the Central Government, State Government or any Authorities on this transaction.
- The additional expenses, if any, required to be incurred by the Promoter Ć) for installing additional machinary equipment of nature and type.



34. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 orthe provisions of the Maharashtra Apartment ownership Act 1970or the Maharashtra Co-operative Societies Act..1960 and rules made thereunder.

SCHEDULE- I

(THE SAID PROPERTY REFERRED TO ABOVE)

All that piece and parcel of land bearing S. No.892/4B/2/1 out of Plot no. 1, admeasuring 503.00Sq. mtrs. as per 7/12 extract & actual area admeasuring 498.93 sq.mtrs on site lying and being at Nashik city -4 shiwar, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik , which property is bounded as shown below:-

On or towards East

18 Mtrs DP Road

On or towards West

Plot No.8 & 9

On or towards South

Plot No.2

On or towards North

Adjacent S.no.892

SCHEDULE- II

(OF THE SAID PREMISES REFERRED TO ABOVE)

The premises of Flat No.401 on the Fourth Floor in "VISHWARAJ HEIGHTS" having Carpet area admeasuring 79.70 sq. mtrs with area of Balcony attached to apartment admeasuring 4.5 sq.mtrs. + 5.525 sq.mtrs. which is bounded as shown below:-

.

On or towards East

By Marginal Space

On or towards West

By Lift, staircase and Flat no.

402

On or towards South

By Marginal Space

On or towards North

By Marginal Space

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands and set their seals on the day, month and year hereinabove mentioned.





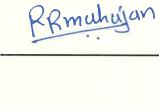
SIGNED SEALED & DELIVERED BY THE WITHIN NAMED PROMOTER ATHARVA BUILDCON PARTNERSHIP FIRM Through It's Partners



SHRI. SUNIL RAMCHANDRA PHARANDE



SHRI.RAVINDRA RAMESH MAHAJAN **PROMOTER**





SIGNED SEALED & DELIVERED BY THE WITHIN NAMED ALLOTTEE MR. NILESH DATTATRAY YEOLE





MRS. SUNITA NILESH YEOLE

ALLOTTEE

IN THE PRESENCE OF WITNEESES:-

1. Pare 2. Bugh (Navarkar 5. P.) (Birch Singh). 9881902883



ANNEXURE- "A" TITLE CLEARANCE CERTIFICATE

Mrs. Vidyullata K. Tated, Advocate 907,Business Center,Govind Nagar, Nashik.

TO WHOMESOEVER IT MAY CONCERN:

On verification of all the documents produced before me, it appears that the title of the property bearing S. No.892/4B/2/1, Plot no. 1, admeasuring 503.00Sq. mtrs. as per 7/12 extract & actual area admeasuring 498.93 sq.mtrs on site lying and being at Nashik city -4 shiwar, within the limits of Nashik Municipal Corporation Nashik and Registration & Sub Registration District of Nashik Taluka & Dist. Nashik owned by ATHARVA BUILDCON Partnership Firm Through its Partners Mr.Sunil Ramchandra Pharande & Mr. Ravindra Ramesh Mahajan is clear & marketable and has right to develop the plot and to sale the constructed premises thereon.

Sd/- xxx Mrs. Vidyullata K. Tated. Advocate

ANNEXURE - "B" OF THE SPECIFICATIONS REFERRED TO ABOVECIVIL WORK:

- 1. R.C.C: Resistant structure, Brickwork, External wall 6" & Internal walls 4" thick brick.
- 2. Plaster: External Sandfaced & Internal Neru finish.
- 3. **Doors :** Decorative main door with brass fittings & night latch, Good quality internal flush doors, Granite door frames for toilets.
- 4. **Windows:** 3 track powder coated alluminium sliding windows with mosquito net, safety grills & granite sill patti.
- 5. **Kitchen :** Granite kitchen platform with stainless steel sink, Designer wall tiles up to 8 fit.
- 6. **Toilets:** Concealed plumbing, Designer glazed tile dado, equivalent toilet fittings, Hot & cold mixture unit, Provision for geyser.



- 8. **Electrification :** Concealed electrification, Anchor Roma or equivalent switches, A.C. points for master bedroom, Adequate electrical points in every room.
- 9. **Painting:** Internal oil bound distemper, External water proof ace paint.
- 10. **Lift:** with power backup.
- 11. **Parking:** Paved with concrete blocks, Decorative compound wall with M.S. gate Allotted parking for each flat.
- 12. Water Tank: overhead water tanks.

ANNEXURE- 'C' REFERRED TO ABOVE.

- 1. The expenses of maintaining, repairing, redecoration etc. of the main structure in particular the roof, gutter, rain, water pipes, gas pipes, if any, passage, entrances, landings and staircase used and enjoyed by the Allottee in common with others as aforesaid.
- 2. The cost of cleaning and lighting the passage, landings, staircase and other parts of the building as enjoyed or used by the Allottee in common as aforesaid.
- 3. The cost of the decorating exterior of the building.
- 4. The cost of the salaries of Clerks, Bill Collectors, Chowkidars etc.
- 5. The cost of maintenance of other light and service charges.
- 6. Municipal and other charges of taxes to be paid in common for common areas.-----
- 7. Insurance of the Building.
- 8. The running expenses as necessary or incidental for maintenance.
- 9. Such other expenses as necessary or incidental for maintenance and upkeep of the building.



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अमिलेख पत्रक)

[महाराष्ट्र जमीन महसुल अधिकार अमिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- **नाशिक शहर - ४ (९४४२२६)**

तालुका :- नाशिक

जिल्हा :- **नाशिक**



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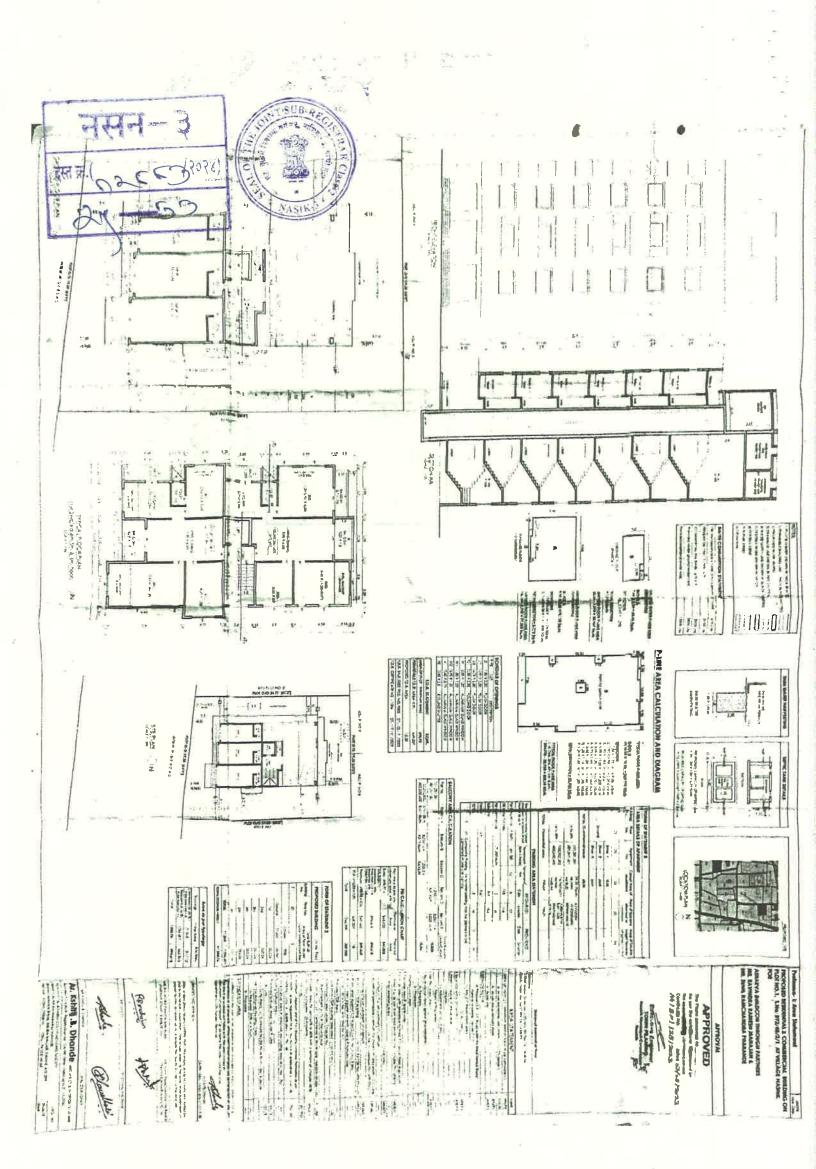
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हा गाव नमूना क्रमांक ७ दिनांक **०६/०७/२०२३:०६%६%९ PM** रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमूना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर वर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

सुचना : सदर ७/१२ डिजिटल स्वाक्षरीत झाल्यानंतर घेण्यात आलेल्या प्रलंबित फेरफार क्र.४०९६७० ची सद्यस्थिती http://mahabhuml.gov.in/aaplichawdi या संकेत स्थळावर पहावी. ७/१२ डाउनलोड दि. : ०६/०७/२०२४ : १६:५२:०४ PM. वैद्यता पडताळणीसाठी https://digitalsatbara.mahabhuml.gov.in/dair/ या संकेत स्थळावर जाऊन 2011100001557782 हा क्रमांक वापरावा.





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TO, Atharva Buildcon Through Partnes Mr. Ravindra Ramesh Mahajan & Mr. Sunil Ramchandra Pharande.

C/o. Ar. Kshitij Dhande & Stru. Engg. Ujval R. Chaudhari Of Nashik.

Sub -: Sanction of Building Permission & Commencement Certificate on Plot No. 01 of S.No./G. No. 892/4B/2/1 of Nashik Shiwar, Nashik.

Ref -: 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan In Dated:-27/03/2023 Inward No.A4/BP/407/2023.

Final Layou No.LND/WS/30 Dt:19/05/1994.

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

CONDITIONS/(1 to 50)

State and shall form part of Public 1) The land vacated in consequence of enforcement of Street.

2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission under sec. 263 of the Maharastra Municipal

Corporation Act is duly granted

3) The commencement certificate./ Building permission shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Maharashtra Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.

- 4) This permission does not entitle you'to develop the land which does not vest in you.
 5) The commencement of the construction work should be intimated to this office WITHIN SEVEN
- 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 & varandas 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.
- At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
- 9) The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation. The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity with self cleaning velocity. In case if there is no Municipal drainage line within 30 meters premises then effluent outlet should be connected to a soak pit. The size of soak pit should be properly worked out on-the basis of number of tenements, a pigeon hole circular brick wall should be constructed in the centre of the soak pit. Layers of stone boulders, stone metals and pebbles should be properly laid.
- 10) Proper arrangement for disposal imperial water all be made as per site requirements without distrubancy natural gradient of the land facing to this conditions if any incident happens, the whole responsibility will be on the applicant /developers.
- 11) The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.

दस्त क.(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) whearever necessary Adequate space from the plot u/r should be reserved for transformer in

consultation with M.S.E.D.C.L.Office before actually commencing the proposed construction.

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

- 20) While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/
- 21) As per order of Urban Development of Government of Maharashtra, vide TPS2417/487/pra.kra.217/2017/UD-9Dated-7/8/2015 for all building following condition shall

bl

Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.

Name and Address of the owner/developer, Architect/Engineer and Contractor.

Survey Number/City Survey Number/Ward Number of land under reference along with c]

Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.

F.S.I. permitted.

eì f]

Number of Residential/Commercial flats with their areas.

Address where copies of detailed approved plans shall be available for inspection. A notice in the form of an advertisement, giving all the details mentioned in 22A above, B) shall also be published in two widely circulated newspapers one of which should be in regional language. Failure to comply with condition 22 (A) action shall be taken by NMC.

22) This permission is given on the basis of conditions mentioned in Hon. Labour Commissioner letter No.vide letter No: Nahapra-112010/pr.No.212/kam-2 Date: 30/12/2010 From Ministry of Labour Dept. & the Conditions mentioned should postrictly observed.

23) Fly ash bricks and fly ash based and related materials shall be used in the

24) Whearever necessary Fanning shall be made and maintained as per the provisions of 25) Provision of rain water harvesting shall be made at site as per Clause no 13.3 of

26) Buildings shall be planned, designed and constructed to ensure fire safety and this shall be done in accordance with Part IV of Fire Protection of National Building Code of India and Maharashtra Fire Prevention and Life Safety Measures Act, 2006, In case of buildings identified in Regulation no.6.2.6.1., the building schemes shall also be cleared by

27) The Building Permission is granted on the Strength of 'LABOUR Code on occupational Safety, Health and working Conditions, 2018 Therefore all the Conditions mentioned therein are applicable to this Commencement and shall be followed strictly. Nashik Municipal

Corporation shall be not be responsible for breach of any Conditions mentioned therein. 28) As per circular No for any TPV-4308/4102/Pra.kra.359/08/navi-11, Date-19/11/2008 for any arithmetical discrepancies in area statement the applicant/Architects & Developers will be commonly responsible.

29) If any discrepancies occurs/found in paid charges the applicant shall be liable to pay for

30) Temporary drainage connection shall be taken before start of work by taking permission from

31) All safety measures & precaution shall be taken on site during construction with necessary

C. C. For Plot No. 01 of S.No./G. No. 892/4B/2/1 of Nashik Shiwar, Nashik.

4 12

32) As per solid waste management Rule – 2018 segregation of dry & wet waste is compulsory & Construction site should be covered with Green Net/Shed Net &,in addition,necessary precautions should be taken to reduce air pollution.

33) To Follow the Duties and Responsibilities as per Provisions in Appendix C of UDCPR is mandatory to Engineer/Structural Engineer/ Supervisor/ Town Planner/Licensing/Site Engineer/Geotechnical Engineer/ Owner/Developer._____

34) This permission is given the basis of N. A. order No 260/4993 Dt:10/08/1993 submitted with the application.

Charges Recovery

35) Rs.4,14,800/- is paid for development charges w.r.tothe preporting Receipt No. 3434 Date:28/07/2023.

36) Rs.NIV- is paid for development charges w.r.to the proposed land R.No./B.No--- Date: —

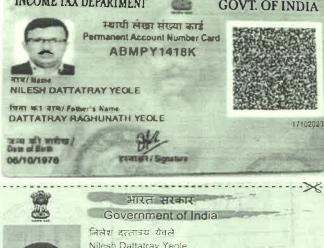
- 37) Drainage Connection Charges Rs.16,500/- is paid Vide Receipt No. 3434 Date:28/07/2023.
- 38) Welfare Cess charges Rs.3,16,060/- is paid Vide Receipt No. 3434 Date:28/07/2023.
- 39) Rs.5000/- vide Receipt No. 3436 Date:28/07/2023 against Treeplantation deposit.
- 40) Scruitiny Charges Rs.6,650/-vide Receipt No. 2764 Date:22/06/2023.
- 41) Charges for "Premium FSI" is paid Rs.13,14,060/- Receipt No. 3437 Date:28/07/2023.
- 42) Charges for "Ancillary Premium FSI is Paid Rs.7,44,400/- vide Receipt No. 3435
- 43) This permission is given on the basis of conditions mentioned in notification of ministry of environment, forest & climate change New Delhi by vide No. G.S.R 317 (E) Dt:29/03/2016 & the conditions mentioned therein are applicable to this Commencement & shall be following strictly. This permission is given on the strength of affidavit submitted with the Proposed and C & D waste deposit Rs.40,490/- is paid vide Receipt No. 3434 Date:28/07/2023.

Additional Conditions

- 44) NMC Tax for Vacant plot shall be paid before Completion.
- 45) Commercial N. A. Order & N. A. Tax receipt shall be Produced before Occupancy Certificate
- 46) CCTV Arrangements shall be done for commercial Building before Occupancy Certificate.
- 47) Total TDR Loaded 282.00 Sq.mt which is utilised from DRC No: 1096 Dt:17/05/2023 vide formula 15X15050/5800 = 38.92 Sq.mt. TDR area utilized from the same.
- 48) The corrected 7/12 extract as per sale deed should be produced before Occupancy Certificate.
- 49) This permission is given on the strength of provisional fire NOC from CFO, N.M.C. vide letter No: NMC/FIRE/WS/II/Mixed-35/2023 Dt:27/07/2023 & conditions their in strictly followed.
- 50) Provision of Fire Protection requirements shall be done as per Provisional NOC And Final NOC shall be obtained from C.F.O. where the building permission is given under Rule 6.2.6.1 of DCPR.

Executive Engineer
Town Planning Department









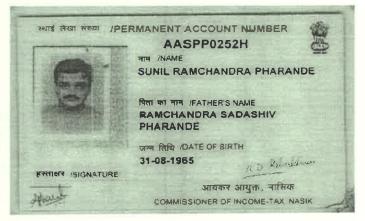




বিশ্বসৰ / শতৰ কৰি সামিত্র Date of incorporation/Formats 15/07/2022













- घोषणापत्र / शपथपत्र -

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक म. रा. पुणे यांचे दिनांक ३० / ११ / २०१३ रोजीचे परिपत्राकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करुन या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आले आहेत.

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

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकुर , निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैद्यता , कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे 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 यांची मी / आम्ही खात्री देत आहोत.

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

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

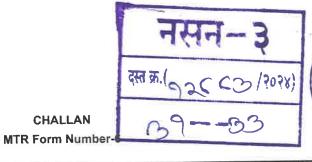
त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायद्यानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील नमुद असलेल्या ७ वर्षाच्या शिक्षेस पत्र राहणार आहोत याची मला / आम्हाला. पुर्णपणे जाणीव आहे.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

लिह्न देणार

लिहून घेणार









GRN MH0132781542024	425E BARCODE III	DK 6 11 (jida 6 64 jua 11 <u>ji</u> 911		Date	27/12/2024-12:28	:52 Fo	rm l	D 25	5.2	
Department Inspector Ge	eneral Of Registration	Payer Details								
Stamp D	Outy		TAX ID / TAN	(If Any)						
ype of Payment		PAN No.(If Ap	plicable)							
Office Name NSK3_NASI	Full Name		NILESH DATTATRAY YEOLE AND 1 OTHER							
ocation NASHIK										
Year 2024-2025		Flat/Block No	S.NO.892/4B/2/1, P	LOT NO	O.1,					
Account H	ead Details	Amount In Rs.	Premises/Bu	ilding						
0030046401 Stamp Duty		268800.00	Road/Street		FLAT NO.401, VISH	₩ARA	JH	EIGHTS		
0030063301 Registration F	Fee	Area/Locality NASHIK								
			Town/City/Di	strict						
e e			PIN			4 2	2	2 0	0	9
			Remarks (If	Any)						
			SecondPartyName=ATHARVA BUILDCON PARTNERSHIP FIRM~							
SAG										
DETACED										
298800.00										
			Amount In	Two Lak	h Ninety Eight Thou	sand Ei	ght l	Hundred	Rupee	;
Total EFACE		2,98,800.00	Words	s Only						٠
Payment Details	BANK OF INDIA	FOR USE IN RECEIVING BANK								
	Cheque-DD Details	Bank CIN	Ref. No.	02202292024122	705462	18	1969000)		
Cheque/DD No.			Bank Date	RBI Date	27/12/2024-12:28	3:52	No	ot Verifie	d with	RBI
Name of Bank			Bank-Branch		BANK OF INDIA					
Name of Branch		Scroll No. , D	Scroll No. , Date Not Verified with Scroll							

Department ID : Mobile No. : 8888159111 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुरयम निवधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागु आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount	
1	(iS)-340-12883	0007358673202425	27/12/2024-18:09:38	IGR313	30000.0	
2	(iS)-340-12883	0007358673202425	27/12/2024-18:09:38	IGR313	268800.00	
	, ,		Total Defacement Amount		2,98,800.00	



340/12883 शुक्रवार,27 डिसेंबर 2024 6:10 म.नं.

दस्त गोषवारा भाग-1

नसन3 <u>62\6</u> इस्त क्रमांक: 12883/2024

दस्त क्रमांक: नसन3 /12883/2024

बाजार मुल्य: रु. 37,31,000/-

मोबदला: रु. 44,80,000/-

भरलेले मुद्रांक शुल्क: रु.2,68,800/-

दु. नि. सह. दु. नि. नसन3 यांचे कार्यालयात अ. क्रं. 12883 वर दि.27-12-2024 रोजी 6:06 म.नं. वा. हजर केला. पावती:15861

पावती दिनांक: 27/12/2024

सादरकरणाराचे नाव: निलेश दत्तात्रय येवले

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

रु. 700.00

पृष्टांची संख्या: 35

एकुण: 30700.00

Joint Sub Registrar Nasnik3

Joint Sub Registrar Nashik3

दस्ताचा प्रक्रार: अँग्रीमेंट टू सेल

दम्त हजर करणाऱ्याची सही:

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥ विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का क्रं. 1 27 / 12 / 2024 06 : 06 : 53 PM ची बेळ: (सादरीकरण)

शिक्का क्रं. 2 27 / 12 / 2024 06 : 08 : 10 PM ची वेळ: (फी)



*15 HE WAS A

दस्त गोपवारा भाग-2

27/12/2024 6 12:09 PM

दस्त क्रमांक :नमन3/12883/2024 दस्ताचा प्रकार :-अँग्रीमेंट टू सेल

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:निलेश दत्तात्रय येवले
 पत्ता:प्लॉट नं: फ्लॅट न .03 , माळा नं: -, इमारतीचे नाव: ,चेतना
 अवधूत अपार्टमेंट , ब्लॉक नं: ,चेतना नगर राणे नगर सिडको नाशिक
 -, रोड नं: -, महाराष्ट्र, णास्:ईक.
 पॅन नंबर:ABMPY1418K

नाव:मुनिता निलेश येवले
 पत्ता:प्लॉट नं: फ्लॅट न .03 , माळा नं: -, डमारतीचे नाव: ,चेतना
 अवधूत अपार्टमेंट ,, ब्लॉक नं: चेतना नगर राणे नगर सिडको नाशिक
 -, रोड नं: -, महाराष्ट्र, णास्:ईक्र.
 पॅन नंबर:DGMPK1225A

उ नाव:अथर्व बिल्डकॉन भागीदारी संस्था तर्फे भागीदार सुनिल रामचंद्र फरांदे पत्ता:प्लॉट नं: शॉप न 616 व 617, माळा नं: -, इमारतीचे नाव: ,विझनेस वर्ल्ड, ब्लॉक नं: ,गोबिंद नगर ,नाशिक, रोड नं: -, महाराष्ट्र, णास्:ईक. पॅन नंबर:ABZFA1180H

4 नाव:अथर्व बिल्डकॉन भागीदारी संस्था तर्फे भागीदार रविंद्र रमेश महाजन पत्ता:प्लॉट नं: शॉप न 616 व 617 , माळा नं: -, इमारतीचे नाक: ,बिझनेस वर्ल्ड , ब्लॉक नं: ,गोविंद नगर ,नाशिक , रोड नं: -, महाराष्ट्र, णास्:ईक्त. पॅन नंवर:ABZFA1180H पक्षकाराचा प्रकार

लिहून घेणार वय:-45 स्वाक्षरी:

लिहून घेणार वय:-42 म्वाक्षरी:-

लिहून देणार वय :-58 स्वाक्षरी:-

लिहून देणार वय :-41

वय:-41 स्वाक्षरी:-Rmethcyus)





















वरील दस्तऐवज करुन देणार तथाकथीत अँग्रीमेंट टू सेल चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:27 / 12 / 2024 06 : 10 : 10 PM

ओळख:-

मदर इसम दुय्यम निवंधक यांच्या ओळखीचे अमुन दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:वकील मोनीका जैन - -वय:42 पत्ता:907 बिझनेस मेंटर गोविंद नगर, नाशिक पिन कोड:422009

Topidat



ठमा प्रमाणित



शिक्का क्र.4 ची वेळ:27 / 12 / 2024 06:10:42 PM

Joint Sub Registrar Nashika

प्रमाणित करण्यात **बेते की**, या दस्तामध्ये एकुण 🐎 🕞 .. चाने उ

Payı	ment Details.		-	SUBD					$-\Delta$	MA	
sr.	Purchaser	Туре	Verific 0	r no Velidor	GANYLIDAN	ce	Amount	Used A G	माधिक-3	मिल्यमे-	Deface Date
1	NILESH DATTATRAY YEOLE AND 1 OTHER	eChallan	055050 <u>a</u> 5	024122705462	MHD 13278	54202425E	पुस्तक उ 268800.00		, क्रमांक 00073\$86	7 <mark>ते३⁰नीस्</mark> ला सन २०३	
2		DHC	N. A.	EN . 1	12242737	8224	700	RF	12242737	08224D	27/12/2024
3	NILESH DATTATRAY YEOLE AND 1 OTHER	eChallan	11/2	*NASIK	MH013278	154202425E	30000	हि. दुर RF	यम निर्व ्माश्चिक	धक वर्ग १ ३२०२४२५	-२ 27/12/2024

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

12883 /2024

Know Your Rights as Registrants

- 1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
- 2. Get print immediately after registration.

सूची क्र.2

दुय्यम निवंधक : सह दु.नि. नाशिक 3

दस्त क्रमांक : 12883/2024

नोदंणी : Regn:63m

गावाचे नाव: नाशिक शहर - ४

(1)विलेखाचा प्रकार

अँग्रीमेंट टू सेल

(2)मोबदला

4480000

(3) बाजारभाव(भाडेपटटयाच्या बाविततपटटाकार आकारणी देतो की पटटेदार ते 3731000

नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मौजे नाशिक शहर - 4 शिवारातील यांसी सर्व्हें नं 892/4 बी /2/1 या मंजूर लेआऊट मधील प्लॉट नं 1 यांसी क्षेत्र 503.00 चौ.मी व 7/12 उताऱ्या प्रमाणे क्षेत्र 498.93 चौ.मी. या प्लॉट मिळकतीवरील विश्वराज हाईट्स या इमारतीतील मधील चौथ्या मजल्यावरील फ्लॅट नं 401 यांसी कार्पेट क्षेत्र 79.70 चौ.मी.तमेच अटॅचड बाल्कनीचे क्षेत्र 4.5 चौ.मी + 5.525 चौ.मी.((Survey Number: 892/4 बी /2/1; Plot Number: 1;))

(5) क्षेत्रफळ

1) 79.70 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व पत्ता. 1): नाव:-अथर्व बिल्डकॉन भागीदारी संस्था तर्फे भागीदार सुनिल रामचंद्र फरांदे वय:-58; पत्ता:-प्लॉट नं: शॉप न 616 व 617 , माळा नं: -, इमारतीचे नाव: ,बिझनेस वर्ल्ड , ब्लॉक नं: ,गोविंद नगर ,नाशिक , रोड नं: -, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422009 पॅन नं:-ABZFA1180H

2): नाव:-अथर्व विल्डकॉन भागीदारी संस्था तर्फे भागीदार रविंद्र रमेश महाजन वय:-41; पत्ता:-प्लॉट नं: शॉप न 616 व 617, माळा नं: -, इमारतीचे नाव: ,बिझनेस वर्ल्ड , ब्लॉक नं: ,गोविंद नगर ,नाशिक , रोड नं: -, महाराष्ट्र, णास्:ईक्. पिन कोड:-422009 पॅन नं:-ABZFA1180H

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-निलेश दत्तात्रय येवले वय:-45; पत्ता:-प्लॉट नं: फ्लॅट न .03 , माळा नं: -, इमारतीचे नाव: ,चेतना अवधूत अपार्टमेंट , ब्लॉक नं: ,चेतना नगर राणे नगर सिडको नाशिक -, रोड नं: -, महाराष्ट्र, णास्ःईक. पिन कोड:-422009 पॅन नं:-ABMPY1418K

2): नाव:-सुनिता निलेश येवले वय:-42; पत्ता:-प्लॉट नं: फ्लॅट न .03 , माळा नं: -, इमारतीचे नाव: ,चेतना अवधूत अपार्टमेंट ,, ब्लॉक नं: चेतना नगर राणे नगर सिडको नाशिक -, रोड नं: -, महाराष्ट्र, णास्ःर्डक. पिन कोड:-422009 पॅन नं:-DGMPK1225A

(9) दस्तऐवज करुन दिल्याचा दिनांक

27/12/2024

(10)दस्त नोंदणी केल्याचा दिनांक

27/12/2024

(11)अनुक्रमांक,खंड व पृष्ठ

12883/2024

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

268800

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Starry (Determination of True Market Value of Property) Rules, 1995.

सुची क्र.॥ नोंदणी नंतरची प्रथम प्रत सगणकीय अभिलेखातील प्रव अरसल बरहुकुम नक्कल

सह. दुरराम निवधक वर्ग-२ नाशिक-3



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Manager 1

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