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AGI 1-401

IRSHA KHORRAM

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2024

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Receipt (pavti)

539/144

Friday, January 03, 2025  
5:13 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 156 दिनांक: 03/01/2025

गावाचे नाव: गगापुर  
दस्तऐवजाचा अनुक्रमांक: नसन7-144-2025  
दस्तऐवजाचा प्रकार: ऑनग्रीमेंट टू सेल  
सादर करणाऱ्याचे नाव: इर्षा दिलीप खरात

नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 118

रु. 30000.00  
रु. 2360.00

एकूण:

रु. 32360.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
5:31 PM ह्या वेळेस मिळेल.

Joint S.R. Nashik-7

(स.स. के. दवंगे)

सह. दुय्यम निबंधक वर्ग-२  
नाशिक - ७.

बाजार मूल्य: रु.2276000/-  
मोबदला रु.3911385/-  
भरलेले मुद्रांक शुल्क : रु. 234700/-

- 1) देयकाचा प्रकार: DHC रक्कम: रु.360/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125035206290 दिनांक: 03/01/2025  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125038206621 दिनांक: 03/01/2025  
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013713696202425E दिनांक: 03/01/2025  
बँकेचे नाव व पत्ता:

इर्षा खरात

मुळदस्ता परत







CHALLAN  
MTR Form Number-6



GRN	MH013713696202425E	BARCODE		Date	03/01/2025-12:24:27	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)			
Office Name	NSK1_HQR SUB REGISTRAR NASHIK 1			PAN No.(If Applicable)	CMAPK4268A		
Location	NASHIK			Full Name	MRS IRSHA DILIP KHARAT		
Year	2024-2025 One Time			Flat/Block No.	FLAT NO. 11-401, AREA 65.37 SQ.MTRS		
Account Head Details		Amount In Rs.		Premises/Building			
0030046401 Stamp Duty		234700.00		Road/Street	S.NO.50/2 CTS NO. 2383/1		
0030063301 Registration Fee		30000.00		Area/Locality	HAPPY LIFE AT APNA GHAR PHASE III		
				Town/City/District	GANGAPUR NASHIK		
				PIN	4	2	2 0 1 3
 				Remarks (If Any)	PAN=AAJCS4306F-SecondPartyName=SHWETA INFRASTRUCTURE AND HOUSING INDIA PVT LTD-CA=3911385-Marketval=2276000		
				Amount In Words	Two Lakh Sixty Four Thousand Seven Hundred Rupees Only		
Total	2,64,700.00						
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02300042025010335566	250036355626
Cheque/DD No.				Bank Date	RBI Date	03/01/2025-12:30:14	Not Verified with RBI
Name of Bank				Bank-Branch BANK OF MAHARASHTRA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9527340100  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**  
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्त्यासाठी लागू आहे. नोदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

*Plumet*

*इरशा खरत*



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READY RECKONER CHART No.12.5,

RATE Rs. 28,930/- PER SQ. MTR.,

GOVT. VALUATION Rs. 22,76,000/-

CONSIDERATION Rs. 39,11,385/-

STAMP DUTY + L.B.T. Rs. 2,34,700/-

REGI. FEES Rs. 30,000/-

### AGREEMENT FOR SALE

This Agreement for Sale made at Nashik on this 03 day of July in the year Two Thousand and Twenty Five.

#### BETWEEN

**SHWETA INFRASTRUCTURE AND HOUSING (I) PVT. LTD.**, (PAN No. AAJCS4306F) (CIN No. U45200MH2005PTC155493), a company incorporated under the Companies Act, 1956 having address at registered Corporate office at : Office No. 64A, 6th Floor, Maker Chambers - III, Nariman Point, Mumbai - 400 021 and for its Nashik Operation having its Office at : Samraat Headquarter, A - 33, 7th Lane, Satpur, MIDC Road, NICE Area, Nashik, Maharashtra 422007, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) PARTY OF THE FIRST PART.

#### AND

1) **MRS. IRSHA DILIP KHARAT**

Age - 40 years, Occupation - BUSINESS

PAN no.- CMAPK4268A, AADHAR no. 6080 8299 8791

Contact details: 9527340100

having address at **FLAT NO 14 SHUBH MANGAL APPARTMENT, DHARMAJI**

**COLONY, NEAR HANUMAN MANDIR, SHIVAJI NAGAR, NASHIK, MAHARASHTRA - 422012.**

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2) **MR. DILIP GANGARAM KHARAT**

Age - 43 years, Occupation - BUSINESS

PAN no.- ANWPK1115D, AADHAR no. 7338 9118 1831

Contact details: 9767157755

having address at **FLAT NO 14 SHUBH MANGAL APPARTMENT, DHARMAJI COLONY, NEAR HANUMAN MANDIR, SHIVAJI NAGAR, NASHIK, MAHARASHTRA - 422012.**

hereinafter referred to as "THE ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, successors in interest and permitted assignees); of the Other Part.

The Promoter and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

**WHEREAS -**

- A. [a] The present Promoter, M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. have purchased the land of **Survey 50/2** area admeasuring 2H 45 R equivalent to 24,500 Sq. Mtrs and **Survey 48/2/A** area admeasuring 0H 51R equivalent to 5,100 Sq .Mtrs which is situated at village Gangapur, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "THE SAID LAND") from Mahindra Life Space Developers Limited by way of **Sale Deed** executed on **31/03/2018** and registered at sub registrar Nashik vide Serial no. **2072/2018** dated **19/04/2018** and accordingly the name of the purchaser M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. has been mutated in the record of rights vide **Mutation Entry No. 17870** and certified on **16.05.2018**.

[b] The present promoter has received NA order from the office of Hon'ble Collector of Nashik vide his permission as mentioned below has permitted the use of the said land bearing Survey No. 50/2 for non-agricultural purposes for area admeasuring 22,064.41 sq. mtrs. for residential purpose and 1162.00 sq. mtrs. for commercial purpose through his order No. **MH/Kaksha-3/4/N.A. Case no./124/2006**, dated **17/08/2006**.

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- [c] The Hon'ble Collector of Nashik vide his permission as mentioned below has permitted the use of the said land bearing Survey No. 48/2/A for non-agricultural purposes for area admeasuring 5,100.00 sq. mtrs. for residential purpose through his order No. **Masha/Kaksha/3/7-2/S.R/98/2018**, dated **13/03/2018**.
- [d] The Hon'ble Collector of Nashik vide his permission as mentioned below has permitted the use of the said land bearing Survey No. 50/2 for non-agricultural purposes for area admeasuring 283.06 sq. mtrs. for commercial purpose through his **Order No. MH/Kaksha-3/7-2/S.R/49/2019**, dated **18/06/2019**.
- B. Previously the then land owner Mr. Anil Ramdas Pai had also prepared the amalgamated building plan and got the said plan for area admeasuring 14,408.79 sq. mtrs. sanctioned from Nashik Municipal Corporation, Nashik vide **Commencement Certificate bearing No. LND/BP/WS/Satpur/14/31, dated 30/05/2006** in respect of buildings to be constructed on the said land. Further the Promoter, M/s Shweta Infrastructure & Housing (I) Pvt. Ltd. revised the above building plans again and re-sanctioned the necessary building plans as per today's market requirement and the Nashik Municipal Corporation, Nashik issued the Commencement Certificate bearing revised **sanction No. LND/BP/GANGAPUR/DCR/0598/2018, dated 04/11/2018** for area admeasuring 16,390.34 sq. mtrs in respect of buildings to be constructed on the said land. Further the Promoter revised the above building plans and re-sanctioned the necessary building plans and the Nashik Municipal Corporation, Nashik issued the **Commencement Certificate bearing No. LND/BP/B1-/BP/61, dated 29/09/2020** for area admeasuring 44,967.56 sq. mtrs in respect of buildings to be constructed on the said land. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with Section 14 of the Act and other laws as applicable.
- C. The project known as "**SAMRAAT APNA GHAR PHASE II**" consist of **Building F, Wing F-1, Wing F-2 - Residential and F-3 for Commercial, Building G, Wing G1, G2, G3 & G4 & Building H, Wing H-1, H-2, H-3, H-4, H-5**.



D. Further the construction work of the said project known as **"SAMRAAT APNA GHAR PHASE II"** was partly completed for **Building 'F'- Wing 'F-1' & Wing 'F-2'** only as per the approved building plan by Nashik Municipal Corporation, Nashik. Further, the Promoter has now obtained the Partial Occupancy Certificate / Part Completion Certificate for the use and occupation of **Building 'F'- Wing F-1 & Wing F-2** bearing no. **Town Planning Department/B1/27540/2021 dated 31/03/2021** for area admeasuring 3405.89 sq mtr. Further the Promoter again revised the above building plans and re-sanctioned the necessary building plans and the Nashik Municipal Corporation, Nashik issued the **Commencement Certificate bearing No. B1/BP/231/2021, dated 22/09/2021** for area admeasuring 49,458.64 sq. mtrs in respect of buildings to be constructed on the said land.

E. The Promoter has got some of the necessary approvals as mentioned hereinabove from the concerned local authorities to the plans, the specifications, elevations, sections of the said buildings and shall obtain the balance approvals as per necessity from the competent authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Building, for use and occupation for Project

**AND WHEREAS** the construction of the said **"SAMRAAT APNA GHAR PHASE-II"** Building/wing/s are partly completed and the said land and wings thereon are submitted to the provisions of the Maharashtra Apartment Ownership Act is **Building - 'F'- Wing F1 & F2, Building - 'G'- Wing G1, G2, G3 & G4, Building - 'H'- Wing H1, H2, H3, H4 & H5**, which consist of total **308 residential Flats and 11 commercial Units** has been registered with the Joint Sub-Registrar Class-II Nashik, at Serial No. **4627/2022** on dated **05/05/2022** as per said **Deed of Declaration** the name of project is registered and declared as **"SAMRAAT APNA GHAR PHASE-II"**.

F. Further the construction work of the said project known as **"SAMRAAT APNA GHAR" - PHASE II "** was partly completed for **Building 'G'- Wing G-1, G-2, G-3 & G-4** only as per the approved building plan by Nashik Municipal Corporation, Nashik, Further, the Promoter has now obtained the Partial Occupancy Certificate / Part Completion Certificate for the use and occupation of **Building 'G'- Wing G-1, G-2, G-3 & G-4**, vide its order No. **Town Planning**



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Department/ B1/30550/2022 dated 16/09/2022 for area admeasuring 5949.69 sq mtr.

- G. Further the Promoter again revised the above Building Plans and re-sanctioned the necessary building plans and the Nashik Municipal Corporation, Nashik issues the **Commencement Certificate bearing no. B1/BP/33/2023, dated 09/05/2023** for area admeasuring 59,431.16 sq. mtrs. in respect of buildings to be constructed on the said land.
- H. Further the construction work of the said project known as “**SAMRAAT APNA GHAR**” - PHASE II” was partly completed for **Building ‘H’- Wing H-3, H-4 & H-5** only as per the approved building plan by Nashik Municipal Corporation, Nashik, Further, the Promoter has now obtained the Partial Occupancy Certificate / Part Completion Certificate for the use and occupation of **Building ‘H’- Wing H-3, H-4 & H-5** vide its order, Part Occupancy Certificate No. NMCO /7018/2024/0008/AutoDCR dated 29/02/2024 for area admeasuring 4195.09 sq mtr.

**RERA REGISTRATION OF SAMRAAT APNA GHAR” - PHASE II**

- I. The Promoter has registered the Project “**SAMRAAT APNA GHAR PHASE II**” under the provisions of the said Act read with Rules thereunder with the Maha RERA vide registration Number **P51600020657**. The authenticated copy of the RERA registration certificate is annexed herewith as **ANNEXURE XII**.
- J. The Promoter is the absolute owner of said land and is are well and sufficiently entitled to all that pieces and parcels of land collectively admeasuring area 24,500.00 square meters bearing of Survey No. 50/2 situated at village Gangapur, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation, Nashik, Taluka Nashik, District Nashik, and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and more particularly described in the **SCHEDULE-I** herein above.
- K. The Promoter further also have obtained the **Environment Clearance NOC** pertaining to the said project from The Environment Department & MS, SEIAA of Government of Maharashtra Bearing **Certificate No. SIA/MH/MIS/141055/2020, dated 31/03/2020**.

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L. The Promoter has completed the construction work of building as above and has proposed to construct the remaining buildings in the project as above as per the sanction granted by the Nashik Municipal Corporation as on date and the said project will be re-approved, amended and changed without affecting areas already sold. The Promoter reserve the right for further sanctioning of the remaining / additional available FSI / TDR / Premium FSI and reapprove as proposed in Table 1 above.

M. The Promoter herein has right to develop the entire project land, and accordingly the Promoter has decided to carry out construction/development in phases and accordingly has identified the different phases and has mentioned the same herein below in Table 1. The respective buildings of "HAPPY LIFE AT APNA GHAR PHASE III" (hereinafter referred as "Said Project") will finally admeasure as per the approved building plans and occupation certificates. The maximum allowed FSI can be approximate 50,000.00 sq. meters and thereabouts more particularly described in and shown in Annexure- V;

N. The Promoter herein alone has sole and exclusive right to sell the Flat/ Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the flat/ apartments / Land and to receive the sale price / Loan / Construction Finance/ Equity in respect thereof.

**AND WHEREAS** the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove. The Promoter is in possession of the Project land.

**DE-REGISTERED PROJECT- SAMRAAT APNA GHAR PHASE III - RE-REGISTERED AS HAPPY LIFE AT APNA GHAR PHASE III**

O. Subsequently, the promoter registered the project "SAMRAAT APNA GHAR PHASE III" ["SAID PREVIOUS PROJECT"] which contained Building "I"- Wing I-1, I-2, I-3, I-4 & I-5 and Building "J"- Wing J-1, J-2, J-3, J-4 & J-5. Meanwhile, the said previous project was hampered with the No/0 allottees due to pandemic COVID 19. Therefore, in accordance with the rules of Maha RERA, the promoter herein duly applied for the Deregistration of the said previous



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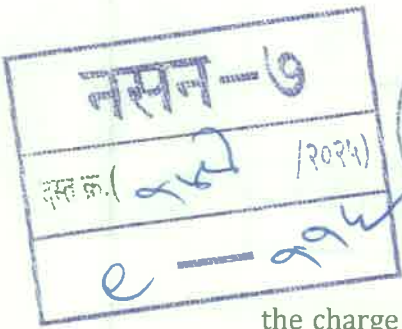
project. Based on the valid proof and evidences presented by the promoter herein, the Maha RERA issued an order of Deregistration of the said previous project on 27/03/2024. Accordingly, the said previous project is deregistered under the Maha RERA.

**RERA REGISTRATION OF HAPPY LIFE AT APNA GHAR PHASE - III**

- P. Adhering to the rules and regulations of Maha RERA, for re-registration of the deregistered project, the promoter re-named the said previous project with a new name as **"HAPPY LIFE AT APNA GHAR PHASE - III"** which includes **Building "I"- Wing I-1, I-2, I-3, I-4 & I-5 and Building "J"- Wing J-1, J-2, J-3, J-4 & J-5**, which is duly re-registered under MahaRERA under the **RERA Registration No. PR1220002400057, dated 07/10/2024**. The authenticated copy of the RERA registration certificate is annexed herewith as ANNEXURE XII-A.

**AND**

- I. Any covenants affecting the said property. - **NO**
- II. Any impediments attached to the said property. - **NO**
- 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. - **NO**
- IV. Details of illegal encroachment on the said property. - **NO**
- 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. - **NO**
- VI. Details of mortgage or lien or charge on the said property. - The Promoter have been obtained Construction Finance from ICICI BANK LTD, the Bank/financial institution have mortgaged with the said lender the above entire property along with the land and building. The mortgage deed for the same was executed on 18/04/2023 and the same was registered in the office Sub Registrar class-Nashik-7, vide Sr. No. 4496/2023. Further, for the sake of loan amount adjustment, the mortgage deed for the same along with the land and building was executed on 23/12/2024 and the same is registered in the office Sub Registrar class- Nashik-7, vide Sr. No. 13942/2024. The said lender will issue a No Objection Certificate [NOC] for the flat /apartment on request and after the execution of this Agreement of Sale for the purpose to said flat/apartment from



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the charge created by the lender so that the allottees will not hamper by the terms and conditions of this charge in future to sell/lease the said flat. The Promoter shall provide a copy of said No Objection Certificate from the lender to the Allottee/s after execution of the present Agreement of Sale and the same will be handed over to the Allottee/s within 15 (Fifteen) days of the Agreement of Sale registered.

**AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

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

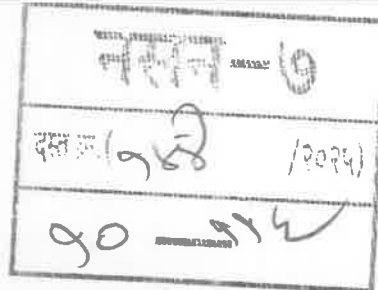
**AND WHEREAS** the Promoter has proposed to construct on the project land **HAPPY LIFE AT APNA GHAR PHASE III, Building I - Wing I-1, I-2, I-3, I-4, I-5 & Building J - Wing J-1, J-2, J-3, J-4, J-5**, having **1 Basements/Podium/Stilt and 7 upper Habitable floors**.

**AND WHEREAS** the Allottee/s is/are offered an **Apartment bearing number- 11-401** on the **Fourth** floor, (herein after referred to as "**THE SAID APARTMENT**") in the **11** wing of the **Building 1** (herein after referred to as "**THE SAID BUILDING**") being constructed in the III phase of the said project, by the Promoter.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an **Architect, Mr. Sumit Mohanlal Kumath**, registered with the Council of Architects, having address at Office no. 78, 7<sup>th</sup> floor, Business Bay, Shri Hari. Narayan Kute Marg, Nashik 422 002 and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has appointed a **Structural Engineer, Mr. Jayant V. Inamdar, Strudcom Consultants Pvt Ltd**, 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. The Promoter herein has reserved the rights to change aforesaid Architects and Engineers at any time before the completion of the project.

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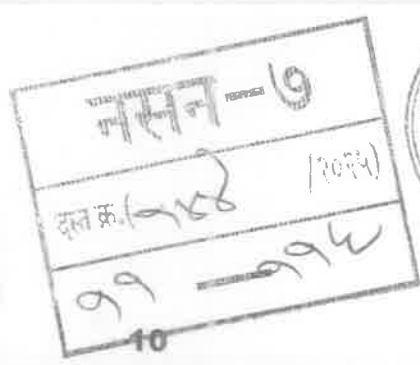
**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra no **PR1220002400057**, the authenticated copy is attached in Annexure XII;

**AND WHEREAS** by virtue of the Sale Deed dated 19.04.2018, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Sumit Mohanlal Kumath and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and 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 'I' and 'II' and 'II-A', respectively.

[1] However, for the satisfaction of the Allottee/s's enquiry for the said project, the Promoter herein requested the Allottee/s to carry out his/her/their independent search by appointing his/her/their own Advocate for any doubts/queries, he/she/they had regarding the marketable title, rights and authority of the Promoter herein & to verify other related permissions and sanctions for construction of the said project. The Allottee/s has/have satisfied himself/herself/themselves in respect of the marketable title rights and authorities of the Promoter herein & has also verified all other related permissions and sanctions for construction of the project and accordingly, on satisfaction of Allottee/s and their legal - council, the Allottee/s has/have agreed to purchase the Residential flat/ Apartment which is more particularly



described in the Second Schedule hereunder written and shown on the plan annexed hereto as Annexure- VII.

[2] The allottee/s have inspected the said flat along with all the documents of title relating to the project, project land and the plans, designs and specifications 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; Allottee/s has/have satisfied himself/ herself/themselves in all respect.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure V.

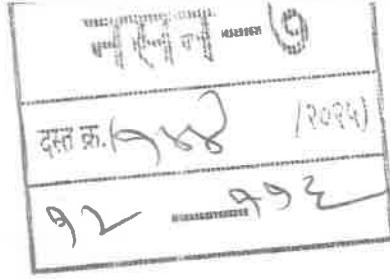
**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure VI.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure VII.

**AND WHEREAS** the following Documents as per the Provisions of Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") are attached as herein under vide various Annexures and schedules:

- I. The copy of the **Title Certificate** of the above mentioned property is issued by Adv. Dattaprasad Nikam showing the clear title of the Promoter for the said property is annexed herein below as **ANNEXURE - I**.
- II. The latest copy of the **7/12 and C.T.S. Property Card** extract of the said land showing the nature of the title of the Promoter is annexed herein below as **ANNEXURE - II & II-A**.
- III. The copy of the latest **Commencement Certificate** along with the earlier Commencement Certificates is annexed herein below as **ANNEXURE - III**.
- IV. Copy of the Amalgamated Plan of the said land is annexed herein below as **ANNEXURE - IV**.

- V. Copy of the **proposed layout IOD plan** and the proposed building/phase/wing plan showing future proposed development as per the IOD **ANNEXURE - V**.
- VI. A copy of the **latest approved plan** of the amalgamated layout showing the location plan of the said project along with adjoining Survey Numbers as approved by the Nashik Municipal Corporation, Nashik with the land area and other details as mentioned therein has been annexed herein below and marked as **ANNEXURE - VI**.
- VII. The Copy of the plan showing **the location of building in which the flat/apartment is located** is annexed herein below as **ANNEXURE VII**. The copies of the plan showing layout of the Residential Apartment (Floor Plan) which is to be purchased.
- VIII. The floor plan of the same **shows the Residential Apartment as agreed to be purchased by the Allottee/s/purchaser/s** and signed by the Allottee/Purchaser/s is annexed herein below as the **Floor Plan** of the Residential flat - Apartment to be purchased as **ANNEXURE - VII-A**.
- IX. The copy of the plan showing layout of the **car parking**, as well as showing the allotted parking along with the Apartment agreed to be purchased by the Allottee/s is annexed herein below as Parking Plan as Annexure-VIII. Also if the Allottee/Purchaser/s has not purchased any car parking and has bought the flat - apartment without any pre-allotted parking then the Annexure VIII is kept blank and no attachment is attached to **ANNEXURE - VIII**.
- X. The copy of the **N.A. order** by the Hon. Collectorate, Nashik is annexed herein below as **ANNEXURE - IX, IX-A and IX-B**.
- XI. **PAN Card** of Shweta Infrastructure and Housing (I) Pvt. Ltd. and the **PAN Card** of Allottee/s is attached herein below as **ANNEXURE X and X-A**.
- XII. **Rules and Regulations - HAPPY LIFE AT APNA GHAR PHASE III**, Way of Better Living - **ANNEXURE XI**.
- XIII. Maharashtra Real Estate Regulatory Authority - **Registration certificates** of Project is attached herein below as **ANNEXURE XII**.
- XIV. **Part Completion Certificates** issued by Nashik Municipal Corporation from time to time are attached herein below as **ANNEXURE XIII, XIII-A, XIII-B & XIII-C**.



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**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. It has been specifically agreed by the Allottee/s that he/she/they has/have verified the stage of the construction of the Residential Apartment and whole project as on date.

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

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** the Allottee/s has applied to the Promoter for allotment of an Apartment No. 11-401 on Fourth floor in wing 11 situated in the Building 1 being constructed in the III phase of the said Project, **HAPPY LIFE AT APNA GHAR PHASE III.**

**AND WHEREAS** the carpet area of the said Apartment is 57.22 square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s 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.

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

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The **Purchase price** of the said Residential Apartment/ Flat inclusive of car parking lot allotment charges but excluding GST and other charges recoverable under this agreement shall be Rs. 39,11,385/- (Rupees **Thirty Nine Lakh Eleven Thousand Three Hundred Eighty Five Only**)

and the Allottee/s has/have agreed to pay the same (including the amounts payable towards GST and other charges) as per the schedule of payment/payment plan and other provisions of this agreement.

**AND WHEREAS**, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. 9,11,385/- (Rupees **Nine Lakh Eleven Thousand Three Hundred Eighty 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 in the manner hereinafter appearing.

**AND WHEREAS**, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. **PR1220002400057**.

**AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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/s hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking. (if applicable)

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

1. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

1. (a)(i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Apartment No. 11-401** of the type of **carpet area admeasuring 57.22 sq. mtrs. on Fourth floor**

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in the **Building I**, **Wing I1** (hereinafter referred to as "THE APARTMENT") as shown in the Floor plan thereof hereto annexed and marked Annexures and for the **consideration of Rs. 39,11,385/-** [Rupees **Thirty Nine Lakh Eleven Thousand Three Hundred Eighty Five Only**-----] including being 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 in the Second Schedule annexed herewith.

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s garage bearing Nos **XXXX** admeasuring **XX** sq. ft. having **XX** ft. length x **XXXX** ft. breadth x **XXXX** ft. vertical clearance and situated at basement and/or stilt and/or **XXXX** podium being constructed in the layout for the consideration of Rs. **XXXXXXXX** [this clause is not applicable for residential]

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos **CP-543** admeasuring **12.00**sq. ft. having **XX** ft. length x **XXXX** ft. breadth x **XXXX** ft. vertical clearance and situated at basement and/or stilt and/or **XXXX** podium being constructed in the layout for the consideration of Rs. **XXXXXXXX**.

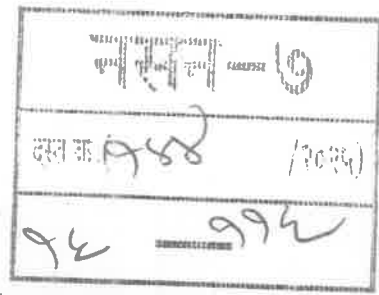
1 (b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus **Rs. 39,11,385/-**

1 (c) The Allottee/s has **paid on or before execution** of this agreement a sum of **Rs. 9,11,385/-** (Rupees **Nine Lakh Eleven Thousand Three Hundred Eighty Five Only**-----) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. 30,00,000/-**. (Rupees **Thirty Lakh Only**-----)

and shall be deposited in RERA Designated Collection Bank Account, ICICI LIMITED BANK, Gangapur Road branch having IFS Code – ICIC0007497 situated at no. 28, Qubism, Pipeline Road, Anandvalli, Gangapur Road, Nashik –

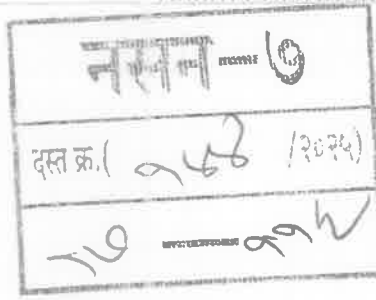
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422013. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account no. 749705000978 and 749705000955 respectively.

- 1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of 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 payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1 (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order /rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1 (f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

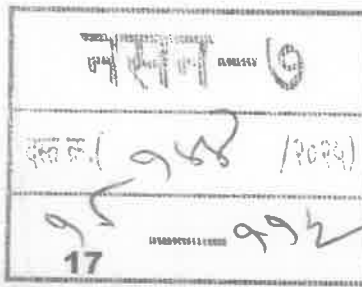


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- 1 (g) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1 (h) The Allottee/s is/are aware that the common amenities and common facilities to be provided are for the entire project HAPPY LIFE AT APNA GHAR PHASE III and are to be enjoyed as common amenities by unit allottee/s of all the buildings in the project. The Allottee/s has/have agreed, understood and has/have no objection to the same and has/have given his/her/their consent to the same.

Note: Each of the instalments mentioned in the sub clauses hereinabove shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 1.1 The Promoter shall construct over the said land [described in SCHEDULE I], the said project Happy Life at Apna Ghar Phase III, as described in the SCHEDULE II consisting of the building/s of 1 [one] ground/ stilt and 7 [seven] upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1.2 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 any Government authorities or due to change in law.
- 1.3 The Allottee/s hereby gives his/her/their written assent / consent for making the changes / alterations in the building plans which may not affect the Residential Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee/s also hereby agrees and give consent to the construction of the adjoining buildings and is made aware that the construction will go on from morning 6.00 am till mid-night 11.55 pm and it may cause dust, noise and movement of labour through the premises and along the premises. The Allottee/s hereby understands and gives its acceptance and consent for the same.



- 1.4 Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoter in compliance of any direction or order, etc. issued by the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations inside the Apartment only as may be required because of any conditions mentioned above but will not do any alterations or changes of tiles, color, wiring, switches and other fixtures ('Improvements') even if requested by the Allottee/s. In order to maintain standards and quality in such improvements inside the flat/apartment, the Promoter has a set of approved contractors and suppliers and only these contractors shall be permitted to carry out improvements subject to prior permission from the Promoter. The charges of improvements shall be made directly to the said contractors as per the agreement between the contractor and the Allottee/s.
- 1.5 The Promoter at its sole discretion will appoint a management Company for providing the maintenance of the building/s and common amenities. The said maintenance services shall be only towards the maintenance of common areas and amenities and general maintenance of garden, side margin spaces, club house, gymnasium, Sai Temple and lifts, along with provision of security services.
- 1.6 The Allottee/s hereby gives his/her/their written assent / consent for making the changes / alterations in the building plans which may not affect the Residential Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law. The Allottee/s also hereby agrees and give consent to the construction of the adjoining buildings and is made aware that the construction will go on from morning 6.00 am till mid-night 11.55 pm and it may cause dust, noise and movement of labour through the premises and along the premises. The Allottee/s hereby understands and gives its acceptance and consent for the same.

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**2. CONSIDERATION/PRICE OF THE SAID APARTMENT:**

- 2.1. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Residential flat - Apartment No. I1-401** on **Fourth** floor in the **Building "I"**, **Wing "I1"** (hereinafter referred to as "**Residential flat - Apartment** ") as shown in the floor plan thereof hereto annexed and marked Annexure VII for the LUMP-SUM consideration of **Rs. 39,11,385/- (Rupees Thirty Nine Lakh Eleven Thousand Three Hundred Eighty Five Only)**.
- The said amount is agreed as lump-sum consideration payable for the said Residential Apartment together with all the internal amenities to be provided as per Schedule- III this agreement and all the facilities and benefits attached to the said Residential flat / Apartment as a member of associations of persons/apartment condominium. The said sum also includes the proportionate cost of the common areas and facilities, the nature and extent and description of these limited common areas and facilities are more particularly described in the Schedule IV and Schedule V herein below.
- 2.2. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Parking No. CP-543** admeasuring approx. 12.00 square meters which is being constructed in the layout as per the approved building plan and the cost is inclusive in the total agreed Lump-sum consideration of the Residential Apartment as mentioned in clause 2.1 above. Further that the Allottee/s shall not raise any dispute in future about the suitability of the said parking space as constructed by the Promoter. The parking has been pre-allotted and no changes in the location will be done in the allotted parking and the same has been very clearly informed to the Allottee/s before the execution of this Agreement for Sale and which has been duly acknowledged and admitted by the Allottee/s.
- 2.3. The Allottee/s agrees and understands that timely payment/s towards purchase of the said Residential Apartment as per payment plan/schedule hereto is the essence of the Agreement for Sale and the consequences of the non-payment has also been explained and written herein below.
- 2.4. The Allottee/s **has paid on or before execution** of this agreement a sum of **Rs. 9,11,385/- (Rupees Nine Lakh Eleven Thousand Three Hundred Eighty**

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as advance payment or application fee and hereby agrees to pay to the  
Promoter the balance amount of **Rs. 30,00,000/- (Rupees Thirty Lakh Only**  
\_\_\_\_\_)  
to be paid on or before 30 days.

The price and overall payment schedule have been arrived and agreed upon  
keeping in mind the express promise of the Allottee/s to make the payments as  
per the provisions of this agreement irrespective of the existing work progress  
and proposed actual stage of construction.

- 2.5 The Total Price above excludes Taxes (consisting of tax paid or payable by the  
Promoter by way of CESS, GST or any other similar taxes which is applicable as  
on date and is levied by the competent authority in connection with the  
construction of the said Residential Apartment or the project and carrying out  
the said Project). These taxes are as applicable today and are to be paid  
separately as the same are excluded in the above lump-sum cost as mentioned  
above and is to be paid as per the demand and before the handing over the  
possession of the Residential Apartment. The taxes which are exclusive as  
mentioned above in the total lump sum cost is as per today's tax structure and  
if there is any variation in the tax structure in future date then the same  
difference has to be borne by the allottee/s.
- 2.6 The Allottee/s herein is/are well aware that, the building in which the said  
Residential Apartment is situated and the said building is completed on the said  
land, the construction of which is in progress and after considering the present  
status of the construction of the said building, the Allottee/s has/have agreed to  
pay the aforesaid agreed consideration to the Promoter as per the detailed  
clause no. 2.4 mentioned herein above.
- 2.7 The Allottee/s herein shall pay the aforesaid consideration to the Promoter on  
due date as per the progress of the wings and within 8 (eight) days from the  
Allottee/s receiving the written intimation by email or courier or speed post or  
SMS or Whatsapp from the Promoter informing him/her/them about the  
progress of the said wing in which the said Residential Apartment is booked.
- 2.8 (a) The Promoter at its sole discretion will appoint a management Company for  
providing the maintenance of the building/s and common amenities. The said

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maintenance services shall be only towards the maintenance of common areas and amenities and general maintenance of garden, side margin spaces, club house, gymnasium, Sai Baba Temple and lifts, along with provision of security services.

- (b) The charges for providing the above services shall have to be paid in lump sum before the possession of the Residential Apartment is handed over to the Allottee/s.
- (c) The maintenance charges shall be applicable from the date on which either the letter of the possession for fit-out in respect of the said Residential Apartment is issued or the intimation calling upon the Allottee/s to take possession of the Residential Apartment is issued, whichever is earlier.
- (d) The Allottee/s is/are well aware that he/she/they is/are liable to bear and pay the **maintenance charges Rs. 0.75/- (Rupees Seventy Five Paise Only-----)** per square feet per month of Salable area which amounts to Rs. **83,662/- (Rupees Eighty Three Thousand Six Hundred Sixty Two Only-----)** up to November 2032 by the way of single cheque on the letter of possession for fit out and the cheque date should be the date of fit out letter. It is also understood and agreed that in an event the maintenance amount as stated above falls short of the actual expenses incurred or to be incurred for the maintenance of the project and it seems to be insufficient to keep the project in the best of its condition, then the Governing body of the Association of Apartment along with the Promoter shall take the decision to charge a separate additional maintenance amount per year and the said additional amount shall be paid by all the Allottee/s of the project and everyone shall adhere to the said increased additional amount per annum and pay this additional increased maintenance amount immediately without any delay to the Association of Apartment/ Promoter.
- (e) It is further specifically agreed that the Allottee/s shall after November 2032 contribute and pay to the said maintenance company/ Promoter such sums as may be determined by the said Association of Apartment taking into consideration the inflation cost, the man power cost and the water and power tariff and other incidental cost, also the increase in the maintenance cost of the fixed assets and goods like the transformer, the lifts, the generator, the battery

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backup to the lifts and such similar capital assets. The Allottee/s shall also be liable to pay any taxes if levied on such charges. It is specifically agreed and covenanted that the Allottee/s shall not raise any dispute as regards the maintenance to be carried out by the Association of Apartment.

- 2.9 The Promoter promises to pay an amount of Rs. 2,00,00,000/- (Rupees Two crores only) on 30th November 2032 to the Association of Apartment of the allottee/s after receiving the letter from the apex body of the Association of Apartment but after 30th November 2032 only as mentioned above. The request letter should also have along the resolutions passed in the General body meeting to take over the amount from the Promoter and deposit it in the specific bank where the account of the Association of Apartment has been opened. After receiving a written request only signed by the Apex body along with the resolution as mentioned above the Promoter within 90 (ninety) days from the date of this letter will hand over the entire amount of Rs. 2,00,00,000/- (Rupees Two Crores only) by a single cheque to the Association of Apartment of the said project.
- 2.10 It is specifically covenanted that the Allottee/s has/have made himself/herself/ themselves well aware of the concept of maintenance through the maintenance company and the Promoter have given all necessary information thereto to the Allottee/s and having completely satisfied themselves, the Allottee/s has/have entered into these presents and further covenant not to raise any dispute thereto in future, including through the ultimate organization of the Flat / Apartment allottee/s.
- 2.11 The Total Lump-sum price / cost as mentioned above of the Residential Apartment is escalation-free, save and except increases in any taxes as mentioned above which the Allottee/s hereby agrees to pay, due to increase on account of development tax payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development tax/charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for



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any up-gradation/ changes / additional work as specifically requested by the Allottee/s for changes in fittings, fixtures and specifications and any other facility inside the Residential Apartment which will be done by the contracting agency as mentioned above and the amount of such changes can be routed through the Promoter or paid directly to the contracting agency.

2.12 The Promoter herein on reaching aforesaid construction milestone/stage of the said wing shall intimate the progress of the wing in which the said Residential Apartments there and the amount payable as per the Agreement for Sale clause 2.4 stated herein above in writing/ by digital E-mail / by SMS message / by WhatsApp message / by courier letter to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay. The Allottee/s will also be intimated every fortnight i.e. on every 10th and 25th of every month the progress of the wing, project along with photographs and the progress chart on his/her/their email id, SMS on the specified given contact details, whatsapp on his/her/ their specified mobile number so that he/she/they is aware of the speed of the project and is also ready well in advance for the payments as mentioned in clause 2.4 herein above. The Allottee/s has been made to understand that the progress report is itself the only reminder for payment which has been agreed in the clause 2.4 above. No separate demand letter is required for receiving the payment from them. After every quarter on the 25th of March, 25th of June, 25th of September and 25th of December the Allottee/s will be sent the ledger statement of his/her/their Residential Apartment and if there is any discrepancy in the ledger the same has to be immediately brought to the notice of the Promoter by visiting the Nashik Office and also by sending an email to the concerned relationship manager and the head of recovery department and also to the head of accounts department. The same should be done within 15 days of receiving the ledger or else it will be deemed to be correct and no further request of erroneous accounts or imprecise ledger posting or anything to do with the total receipt will be entertained after 15 days of the receipt of ledger by the Allottee/s. If there is no objection by the Allottee/s then the account ledger will be treated as correct and the Promoter



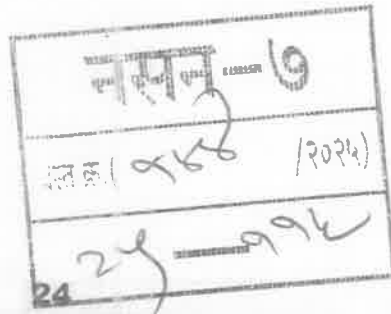
shall move ahead with the same account ledger. PAYMENT ON TIME IS THE MOST IMPORTANT ESSENCE OF THIS AGREEMENT FOR SALE.

2.13 The Promoter herein has informed to the Allottee/s that aforesaid payment has to be made by the Allottee/s by Cheques/Demand Draft/RTGS issued/drawn in the name of "Shweta Infrastructure and Housing (I) Pvt. Ltd." payable at Nashik for payments towards the apartment value, parking cost, stamp duty, registration and Goods and service tax (GST). The GSTN of "Shweta Infrastructure and Housing (I) Pvt. Ltd." is **27AAJCS4306F1ZG**.

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

[b] In case of NRI allottee/s, the allottee/s have acknowledged that he/she/they is/are well aware about the Indian laws, FEMA act, RBI rules and regulations and provisions applicable to NRI. Hence in this case, the allottee/s have acknowledged that he/she/they have/has followed all the conditions, rules and regulations in this regards.

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



3. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

4. **INTEREST ON UNPAID DUE AMOUNT:**

4.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest at 18% per annum with monthly rests, on all the amounts which become due and payable by the Allottee/s against the flat/apartment as mentioned herein above, the interest as mentioned above will be calculated till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may or may not be informed to the Allottee/s from time to time and can be accounted every quarter in the ledger as mentioned herein above and final accounts can be settled on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Residential Apartment.

4.2 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap 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/s within 45 (forty-five) days. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s in the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed and

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signed off by the Allottee/s during the booking and as per the quotation signed by him/her/them.

4.3 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, as per the payment clause as mentioned herein above/ on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c payee cheque/demand draft or online payment in favor of 'Shweta Infrastructure & Housing (I) Pvt Ltd' payable at Nashik as the case may be.

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

- 5.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authorities, Nashik Municipal Corporation, Nashik, State Government and or Central Government at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate. The Promoter shall before handing over possession of the said Residential Apartment to the Allottee/s herein above shall obtain from the Nashik Municipal Corporation, Nashik, Occupation / Completion certificate in respect of the said flat/apartment/ wing/ building/ project as the case may be. The Promoter will always obtain occupation/ completion certificate in phases/ wing wise or building wise. This has been very clearly informed and explained to the Allottee/s and it has also been informed and explained that the Allottee/s has to pay his 100% payment on completion of his/her/their wing in which his/her/their Residential Apartment is situated and he/she/they has been well explained that the project completion has many phases hence he/she/they shall not demand completion of all the phases of the entire project as a pre-condition for full payment or for taking possession of his/her/ their Apartment. This is an indispensable clause which the Allottee/s has agreed and entered into this Agreement for Sale after understanding this clause very clearly.
- 5.2 Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said apartment until the completion certificate is received from the Nashik Municipal Corporation, Nashik and the Allottee/s has paid all dues payable under this agreement in respect of the said

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Residential Apartment to the Promoter and has also paid all the necessary maintenance amount/deposit, GST and other taxes payable which is inclusive as determined on the date of this agreement of the said Residential Apartment.

- 5.3 The Allottee/s is /are satisfied about all the observations and performances of the Promoter which are observed / observing and performed / performing by the Promoter while developing and constructing the said project as imposed by the concerned local authority at the time of sanctioning the said plans and thereafter. The Promoter will comply all the conditions stipulated as above, however the Promoter shall not be responsible for any other conditions / observant which is / are not stipulated as a term of condition while sanctioning the said plans and the Promoter shall not be further responsible for any or all conditions / stipulations which is/ are not as per the prevailing rules, regulation and Act, laid down by the Authority, Nashik Municipal Corporation, Nashik, State or Central Government.
- 5.4 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Residential Apartment to the Allottee/s and also the common areas as defined above to the Association of Apartment after receiving the occupancy certificate / completion certificate.
- 5.5 Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2.4 herein above. ("Payment Plan").
- 5.6 Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of the letter / email that has been sent to the Allottee/s that the Residential Apartment is ready for fit out and interior works. The said liability shall be those responsibilities which are not covered under maintenance of the said Residential Apartment/ building / phase / wing as stated in the said agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Residential Apartment sold or in the building/ phase/ wing done by him/ her/ them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same liability and specifically consents that on such act

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done, he/she/they shall waive his right to enforce the defect liability on and towards the Promoter.

**6. DISCLOSURE AS TO FLOOR SPACE INDEX:**

- 6.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 74,000.00 square meters. The Promoter has planned to utilize maximum Floor Space Index anywhere between 50,000.00 square meter to 60,000.00 square meter plus the balcony area, double height terrace area, passages, lobby, stilt parking, parking along the compound wall, common amenities like club house, gymnasium, etc. will be added to the above area. The Promoter shall utilize the above Floor Space Index by utilizing the basic available FSI on the land which is 1.1 of the land area plus the available FSI for handing over the road free of cost to Nashik Municipal Corporation, Nashik and also availing of floating TDR and also by purchasing premium FSI / ancillary FSI available on payment of premiums to Nashik Municipal Corporation, Nashik or also utilizing FSI available as incentive FSI by implementing of various scheme as mentioned in the Development Control Regulation Act in the bye-laws of Nashik Municipal Corporation.
- 6.2 The Promoter may also utilize any increased FSI which may be available in future on modification to Development Control Regulations Act and change in bye-laws of Nashik Municipal Corporation as changed and approved from time to time which will be applicable to the said Project and before full completion/ occupation certificate of the project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project in the IOD plan annexed herewith as Annexure - V and Allottee/s has agreed to purchase the said Residential Apartment understanding the present construction going on the said land and the proposed construction and sale of Residential Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 6.3 It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/s and the floor space index (FSI) available & utilized till date is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land

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transfer on other property or FSI of the other property being TDR transfer on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI/FAR/TDR or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

6.4 The Promoter shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI/ Premium FSI/ FSI For Road, Amenities Space Etc /TDR (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land or any other land. The Allottee/s herein by executing these present Agreement for Sale has/have given his/her/their consent for the aforesaid purposes and no separate consent will be required in this regard.

6.5 It is hereby indemnified by the Allottee/s that he/they shall not make any alteration, modification, erection or demolition of any kind of temporary and/or permanent structure which will be detrimental to the entire structure of the building. In case if the Allottee/s will erect any kind of temporary and/or permanent structure, modification, alteration, demolition shall be subjected to further action by the Competent Authority which will be intimated by the Promoter and all the cost and further consequences shall be levied upon the Allottee/s.

7. **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:**

The Promoter have made thorough and accurate disclosure of the title of the said land through the title certificate issued by Adv. Dattaprasad Vishnu Nikam, as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and has also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

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8. **SPECIFICATIONS AND AMENITIES:**

The Specifications and amenities of the Residential Apartment to be provided by the Promoter in the said project, in the said Residential Apartment are those that are set out in Schedule III herein below. Also the Common amenities for the said project on the said land are set out in the Schedule IV herein below. As the project is multi storied buildings/wings and considering to maintain the stability of the buildings/wings and internal structures, the allottee/s are being specifically informed that the consultants of the project have not allowed any internal changes. As per the policy of the company of Promoter there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. are not permitted and shall not be allowed.

9. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 9.1. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. shall provide the Promoter with such permissions and approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund and transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law for time being in force. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any further action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter shall not be held responsible in any manner towards compliance with the necessary formalities which are to be carried out by the Allottee/s.
- 9.2 The Promoter accepts no responsibility as per clause no 9.1 and the matter mentioned therein. The Allottee/s shall keep the Promoter fully indemnified

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and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Residential Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee/s only.

**10. POSSESSION OF THE FLAT/APARTMENT:**

**10.1. Schedule for possession of the Residential flat – Apartment: -**

- (a) The Promoter agrees and understands that timely delivery of possession of the Residential Apartment is the essence of the Agreement. Subject to the receipt of full consideration/total price, dues of the Promoter and taxes from the Allottee/s, the Promoter, based on the approved plans and specifications and as per the MahaRERA uploaded completion date handover of the possession of the said Residential Apartment to Allottee/s at any time before 31st December 2027.

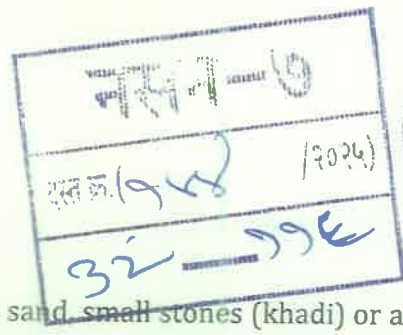
Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- 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.**

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

- (i) The Allottee/s has/have committed any default in payment of installments;





- (ii) Non-availability of steel, cement, natural sand, small stones (khadi) or any other building materials, water or electric supply.
- (iii) Any permission or sanction from the concerned authorities being delayed in spite the same being followed up by the Promoter.
- (iv) Non-timely delivery and installation of any systems, plants and equipment from the manufacturers/distributors/agencies in spite of the same being followed up by the Promoter as the said project contains modern amenities and facilities.
- (vii) In case of any litigation or any order of any Court or judicial or quasi-judicial forum pending against the promoter or by the promoter. [the promoter already cleared about its title.]
- (b) The Promoter herein have completed the construction of the entire project in which the said Residential Apartment is situated. After completion of construction in respect of the said Residential flat / Apartment the Promoter herein will inform in writing by email / courier / WhatsApp to the Allottee/s that the said Residential Apartment is ready, and on receipt of such letter the Allottee/s herein shall inspect the said Residential Apartment and get himself/herself/themselves satisfied according to the terms and conditions of this agreement.
- (c) After the Allottee/s is/are satisfied herself/himself/ themselves as aforesaid, at his/ her/their request the Promoter herein shall hand over the possession of the said Residential Apartment to the Allottee/s on payment of all dues payable by the Allottee/s without any default. If the Promoter fails to deliver the possession within prescribed period as described hereinbefore, the Allottee/s will be entitled for the amount of compensation as stated herein above similar to the delayed payment for the amounts paid towards Residential Apartment till the delivery of the possession.
- (d) It is further agreed between the parties hereto that, after receiving the possession of the said Residential Apartment by the Allottee/s in pursuance of this clause, the Allottee/s herein shall not be entitled to raise any objection or

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to demand refund of any amount on any ground whatsoever from the Promoter.

(e) It is further agreed between the parties thereto that, on receipt of possession of the said Residential Apartment, it shall be presumed that Allottee/s herein has/have accepted the said Residential Apartment on 'as is where is' basis and the same has extinguished his/her/their rights as to raise any objection or complaint in respect of internal amenities, workmanship etc. in the Apartment.

(f) If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund the Allottee/s the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 The Allottee/s further agree that even where '**substantial completion**' of works has been done, the final possession of the said Residential Apartment shall be given only after receiving Occupancy/ completion certificate from the competent authority. The term 'substantial completion' would mean works sufficient for occupation of the Residential Apartment. However, in the interim if the Promoter is not allowed by the Allottee/s or any person on his/her/their behalf to complete the remaining portion of the works, then it shall be deemed that the Promoter has carried out the remaining works.

**10.3 Failure of Allottee/s to take Possession of Residential Apartment -**

(a) Upon receiving a written intimation from the Promoter as per the clause mentioned herein above, the Allottee/s shall take possession of the Residential Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement,

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and the Promoter shall give possession of the Residential Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided and mentioned herein above, in such an event, the Allottee/s shall be liable to pay interest on the remaining balance payment @ 24% (Twenty Four Percent) per annum. The rate of 24% (Twenty Four Percent) per annum on the balance payment is applicable only after completion / occupancy certificate is received by the Promoter and the Residential Apartment is complete for occupation / residing. In the case the Allottee/s is not able to clear the balance payment within 03 (Three) months of receiving the completion/ occupancy certificate and the notice / intimation for the same has been sent three times within three months then the Promoter is at liberty to terminate these presents and return the amounts received from the Allottee/s without any interest within 09 (Nine) months of such termination or the sale of the Residential Apartment whichever event happens later. The Allottee/s agrees that, where the Promoter has to terminate the agreement of allotment, then the Promoter shall recover from the Allottee/s one time cancellation charge of Rs. 2,00,000/- (Rupees Two Lakhs only).

(b) After taking possession, the Allottee/s shall use the Residential Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of parking his/her/their own vehicles.

10.4 (a) The Allottee/s alone along with family and relatives shall use the said Residential flat/ Apartment or any part thereof or permit the same to be used for residential purpose only as shown in the sanctioned plan. Any Occupier/s of any Residential Apartment in the building/s shall not use the same for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, company guest house, guest house, Bachelors accommodation for students, rentals on cot basis, Lodging, Boarding, tuition classes, tutorials, beauty parlor, crèche, babysitting, doctor's clinics, professionals office, or any other commercial, semi commercial or other than residential activity or for any illegal or immoral purpose. Any act of the abovementioned activities will lead to serious consequences and the Promoter or the Association of Apartment immediate legal steps shall be taken to prevent continuation of such change of

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user and also a Penalty of Rs. 50,000/- (Rupees Fifty Thousand Only) per month will be imposed until such activity is stopped.

(b) The Allottee/s shall use their allotted parking space/s (if any allotted to them) only for the purpose for parking the Allottee/s owned personal two / light four wheeler vehicle but the Allottee/s is /are not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, mini bus, matador, bull dozers, buses, tractors, etc. and further that the Allottee/s shall not be entitled to park his/her/their any two/ four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking of two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Association of Apartment and thereafter from the managing committee of such Association of Apartment. The Promoter shall not be held responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any Residential Apartment in the project after the said project has been handed over to such Allottee/s or the Association of Apartment by the Promoter. It is very clearly understood by the allottee/s that allotted parking in this agreement is the only parking he/she/they are allowed to use for their personal parking only. The Allottee/s can never ever in their life time enclose the said parking allotted to him/her/them from any side or convert it into any kind of store room, godown, etc. The allotted parking has to be always open from all sides and use strictly for vehicle parking purpose only as mentioned above.

- 10.5 That the Allottee/s agrees that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said buildings and the said land there under and not thereafter.
- 10.6 Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Residential Apartment:-
- (i) in accordance with the terms of this Agreement duly completed by the date specified herein; or
  - (ii) due to discontinuance of business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy

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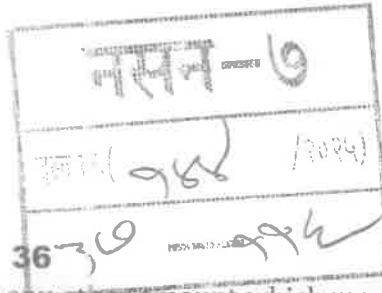
available, to return the total amount received by him in respect of the Residential Apartment without any interest within 180 (One Hundred Eighty) days after receiving an application in writing from the Allottee/s requesting for withdrawal.

**11. TERMINATION OF AGREEMENT:**

11.1 (a) Without prejudice to the right of Promoter to charge interest as per the terms mentioned herein above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments (three defaults means even if one single installment is not paid for three consecutive months), the Promoter will send three reminders for consecutive three months and on still not receiving the payment with interest as applicable written herein above, the Promoter shall at his own option terminate this Agreement and refund the payment received after deducting 10% cost of the Residential Apartment as termination amount and return the balance amount within 6 (Six) Months of such termination. The date of termination will be calculated from the date of termination notice send. This clause has been very specifically and categorically discussed with the allottee/s before the registration of this document and it has been agreed by the allottee/s for the implementation of this clause without any hindrance.

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, by Registered Post AD/ courier/ book post at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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 for Sale.

Provided further that upon termination of this Agreement for Sale as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery



of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 180 (One Hundred Eighty) days of the termination, the installments of sale consideration of the Residential Apartment which may till then have been paid by the Allottee/s to the Promoter after deducting the agreed amount as mentioned herein above.

- (b) It is also agreed by and between the parties hereto that upon the termination of this agreement, and after deducting 10% (Ten Percent) amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Allottee/s the installments or payments which the Allottee/s might have paid to the Promoter till that point of time but without any interest, the aforesaid amount shall be paid by the Promoter to the Allottee/s by cheque within 180 (One Hundred Eighty) days, or a post- dated cheque of 180 (One Hundred Eighty) days along with notice in writing by R.P.A.D. and on such notice sent for termination of the agreement, the Promoter shall on day one of notice, be entitled to resale the said Residential Apartment and/or dispose off or otherwise alienate the same in any of the manner as the Promoter herein in its sole discretion as it thinks fit. In case the Allottee/s has/have taken/availed any housing loan from any financial institution or bank then in case of such termination/cancellation of the said Residential Apartment by the Promoter, no consent from such financial institution or bank shall be required, and in such an eventuality the said loan amount which has been disbursed by the said financial institution/bank to the Promoter, the same amount along with interest shall be paid by the Promoter to the said financial institution / bank directly and only the difference of payable amount to the Allottee will be paid which is balance after paying the financial institution/ bank and the deduction towards the deduction earnest amount will be paid back to the Allottee.
- 11.2 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Residential Apartment between the Promoter and Allottee/s herein terminated as stated herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stands

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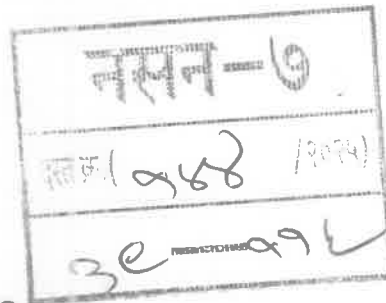
automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

**12. DEFECT LIABILITY:**

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

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





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- 12.3 Defect/s in fittings and fixtures like plumbing fixtures, drainage pipes, sanitary ware, Switches, wires, ELCB, tiles on floor and wall, aluminum used for windows, glass used in windows etc. are not included in the defect liability as separate warranties are given by their respective manufacturers. The said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by such vendors / manufacturers and that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be in sustainable and in proper working condition. It is the responsibility of the allottee/s to continue warranty on the products/ equipment used inside the Residential Apartment by renewing the annual maintenance contract at his/her cost and it is the responsibility of the Association of Apartment to keep on renewing the annual maintenance contract of the products/ machinery / equipment etc. used in the common area of the project amenities wherever applicable. Failing to renew the annual maintenance contract or the monthly maintenance contract as applicable then in such case the defect liability of the Promoter automatically becomes void.
- 12.4 That it shall be the responsibility of Allottee/s to maintain his Residential Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat/apartment are regularly filled with white cement/epoxy to prevent water seepage.
- 12.5 Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said flat/apartment/building/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.
- 12.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the shop/flat/apartment/building/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.



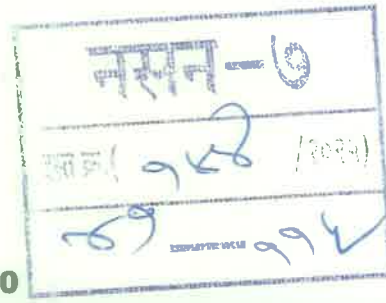
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**13. FORMATION OF ORGANISATION OF FLAT/APARTMENT HOLDERS:-**

- 13.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be only one Association of Apartment of Allottee/s (such as a co-operative housing society) which may be permissible to be formed under prevailing local laws as may be applicable to the said project, which the Promoter has conveyed to the allottee/s and feels that this is suitable for the Residential Apartment holders in the said project which is under construction on the said land.
- 13.2 The Allottee/s along with other Allottee/s of Residential Apartment in all the buildings shall join in forming and registering the said Association of Apartment to be known by/ necessarily consist of the project name "HAPPY LIFE AT APNA GHAR PHASE III" and for this purpose the Allottee/s from time to time will sign and execute the required application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment and for becoming a member, including the byelaws of the proposed Association of Apartment and will duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Association of Apartment of Allottee/s. Failing or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter for registering the Association of Apartment, the Promoter shall not be liable for any delay in the formation of the Association of Apartment, as the case may be and if the allottee/s neglects or any of the Allottee/s continues to neglect for a period of 04 (four) months, then the Promoter shall be relieved of their obligation to make him/them the member of the Association of Apartment or forming the association of Apartment if the minimum numbers required are not there. If the minimum members required to form the Association of Apartment is there then the same shall be formed by all the other Residential Apartment holders to have signed and given the necessary documents. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Association of Apartment.



13.3 The Promoter shall, within 06 (six) months of completion/occupation certificate received for the last building/construction/phase cause to be conveyed and permanently transferred to the said Association of Apartment, all the right, title and the interest of the Promoter in the project land on which the buildings with multiple wings or buildings shall have been constructed. In the event of the Allottee/s failing/or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter by the Allottee/s, the Promoter shall not be liable for any delay for the transfer of all the rights and interest in favor of Association of Apartment, as the case may be and if the defaulter neglects or any of the Allottee/s continues for a period of 04 (four) months, then the Promoter shall be relieved of their aforesaid obligation, which shall thereafter be responsibility of tenement holders.

**14. PAYMENT OF TAXES, CESSSES AND OUTGOINGS ETC:-**

14.1 The Allottee/s herein are well aware that, the Central Government has imposed Goods and Service Tax (GST) on the agreed consideration of the transaction value for the sale of the Residential Apartment and the Promoter has excluded the applicable GST on the day of each payment in the agreed Lump-Sum price/cost of the Residential Apartment which is agreed by the Allottee/s, as per the aforesaid act, it is the responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein and enable the Promoter to deposit/pay the same to the Central Government / State Government. The Allottee/s has been clearly made to understand that the applicable GST as on date of agreement is excluded in the Lump Sum cost/price of the Residential Apartment, but if there is any increase in the GST or any other taxes in the future date from this agreement then the difference of the amount towards GST or any other tax, if levied, by the local authority / State/Central government then the difference of such amount will be paid separately by the allottee/s over and above the agreed Lump Sum price/cost of the said Residential Apartment. The same is clarified more elaborately in clause no. 14.2 below.

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- 14.2 It is also agreed that if the Local authority, the state government or the central government implies any other form of tax which is connected in any way to this agreement under respective statute by the central and state government respectively and further at any time before or after execution of this agreement by adding or increasing additional taxes/duty/ charges/ premium/ cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Residential Apartment or this agreement or the transaction herein, such taxes/ duty/ charges/ premium/ cess/surcharge etc. shall exclusively be paid/borne by Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, taxes, cost and consequences.
- 14.3 Provided that the Promoter shall provide to the Allottee/s the details of such taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 14.4 Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Residential Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Residential Apartment) all outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment is formed and the said structure of the building/s or wings is transferred to the Association of Apartment, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined and demanded by the Promoter. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to "Shweta Infrastructure & Housing (I) Pvt Ltd" provisional monthly contribution as of as mentioned above for five years towards the outgoings expenses as mentioned herein above. The amounts payable by the Allottee/s to the "Shweta Infrastructure & Housing (I)

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Pvt Ltd" shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above.

14.5 The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and will be utilized for the maintenance and other expenses as mentioned above. The Promoter will do the same until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the Association of Apartment as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits collected for corpus fund (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association of Apartment, as already mentioned herein above.

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

15. **DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-**

The Allottee/s shall on or before delivery of possession of the said flat / apartment shall pay to the Promoter, the following amounts along with GST payable thereon.

- I. **Rs. 2,000/- for share money, application entrance fee of the Association of Apartment.**
- II. **Rs. 8,000/- for formation and registration of the Association of Apartment.**
- III. **Rs. 80,034/- as Deposit/ payment/ charges towards Water, Electric, and other utility and services connection charges and deposits of electrical receiving and Sub Station provided in said project.**
- IV. **Rs. 1,75,000/- as payment towards Infrastructure charges.**

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V. Rs. 83,662/- as payment towards monthly maintenance paid before possession towards maintenance up to November, 2032.

VI. Rs. 15,000/- towards apartment fixed deposit corpus fund.

The details of the all the above amounts and its utilization has been clarified in this Agreement.


15 A. In case the transaction being executed by this agreement between the promoter and the allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed by payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the promoter/allottee/s/both, as the case may be, in accordance with the agreed terms of payment.

16. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- a) The Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the project land and also has actual, physical and legal occupation of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) There are no litigations pending before any Court of law with respect to the project land or Project.
- e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the Promoter has thus disclosed the same to the Allottee/s and the Allottee/s is aware that professional liability have been undertaken by them individually along with the Promoter which shall prevail on these consultants individually or cumulatively along with the Promoter if there is any loss/ harm that is caused to the Allottee/s based on these said details.

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- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, comply with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Residential Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential Apartment to the Allottee/s in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the Project to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Association of the Allottee/s;
- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the Occupancy / Completion Certificate received from the Nashik Municipal Corporation, Nashik for the particular building/wing which is the subject matter this present and formation of the Association of Apartment;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received

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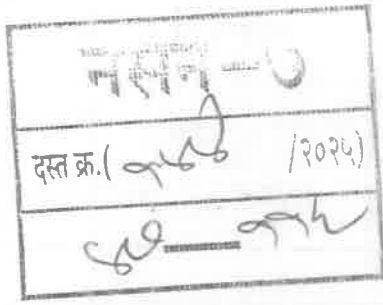
or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17. **COVENANTS AS TO USE OF SAID RESIDENTIAL APARTMENT:-**

The Allottee/s or himself/themselves with intention to bring all persons into whomsoever hands the Residential Apartment may come, hereby covenants with the Promoter as follows for the said Residential Apartment and also the said project in which the said Residential Apartment is situated.

- a) To maintain the Residential Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Residential Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Residential Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Residential Apartment is situated and the Residential Apartment itself or any part thereof without the consent of the local authorities, as required.
- b) Not to store in the Residential Apartment as mentioned in schedule-II any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Residential Apartment is situated or storing of such goods which are objected (not allowed) by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, lifts (elevators) or any other structure of the building in which the Residential Apartment is situated, including entrances of the building in which the Residential Apartment is situated and in case any damage is caused to the building in which the Residential Apartment is situated or the Residential Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of such breach.
- c) To carry out at his own cost all internal repairs to the said Residential Apartment and maintain the Residential Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Residential Apartment is situated or the Residential Apartment which may be





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- contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Residential Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Residential Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Residential Apartment is situated and shall keep the portion, sewers, drains and pipes in the Residential Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Residential Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls made of light weight cement blocks & walls, slabs or RCC, RCC Pardi or other structural members in the Residential Apartment without the prior written permission of the Promoter , the architect for the project, the RCC consultant for the project and/or the Association of Apartment.
- e) Not to do or permit to be done any act or thing which may render void or voidable if any insurance of the project land and the building is done in which the Residential Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Apartment in the compound or any portion of the project land and the building in which the Residential Apartment is situated.
- g) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter , his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Residential Apartment is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government with other public authority, on account of change of user of the



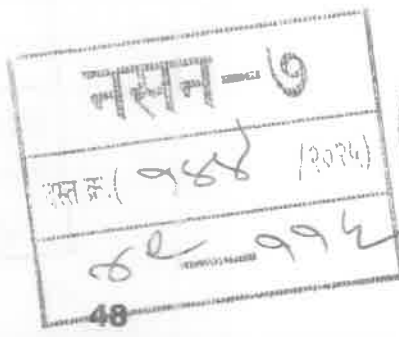
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Residential Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Residential Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and until the conveyance of the said Residential Apartment is done in the name of the allottee/s. It has also been clearly discussed and informed to the Allottee/s that he/she/they cannot break the units into two parts or their multiple (i.e. he/she/they cannot buy a 3BHK and then part sell 1 bed room along with attach toilet and try to create a separate entry for that). The Residential Apartment has been sold as a single unit/entity and cannot be sub broken ever in its lifetime.
- j) The Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment 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 Residential Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment regarding the occupancy and use of the Residential Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the project buildings is executed in favour of Association of Apartment, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said apartment, wing, building/s and the said project or any part thereof to view and examine the state and condition thereof.
- l) That the Allottee/s shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.



- m) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.
- n) That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoter in this regards.
- o) That the parking spaces sold to the Allottee/s shall be used only for the purposes of parking of his/her/their own vehicles of private use and no commercial vehicles like bus, truck, mini-van, small pick-up vans etc. is allowed to be parked. It is also informed that the said space is designed and made for use of parking a car, four wheeler like car and similar vehicles & vehicle of not more than five tonnes and not more than 2.20 meters height. That this has been clearly made aware to the Allottee/s and the same has been agreed by the Allottee/s.

**Both the parties hereby agreed for the following covenants -**

**(i) SPECIFIC COVENANTS :**

- a) The Allottee/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Residential Apartment during the course of construction with prior permission of the Promoter and on a pre-appointed time and date only and will follow all the safety norms describe on site by the Promoter or their contractors.
- b) The Allottee/s shall not be entitled to carry out any modification or changes in the said Residential Apartment during or after the construction of the said Residential Apartment without the prior written permission and consent of the Promoter, their architects and their RCC consultants. All modifications and changes shall only be carried out at the discretion of the Promoter and their approval in writing only.
- c) There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allottee/s in the manner as stated in this agreement or the pipe line will be in the duct or

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- pipeline on the parapet wall of attached terrace or top terrace which is accessible through the Residential Apartment and the Allottee/s after taking possession thereof shall permit the Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance through their Residential Apartment and or on their parking (if any allotted) for the same the Allottee/s shall temporary remove his/her/their vehicles from the car parking to carry on the maintenance works and repairs.
- d) The Allottee/s herein admits and agrees to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/s under this agreement to the Promoter and to execute the conveyance in respect of the said Residential Apartment on completion of construction thereof, to grant possession of such Residential Apartment. The grant of completion/occupancy certificate by the concerned authority, in respect of the said Residential Apartment shall be conclusive proof as to completion of construction of the said Residential Apartment.
- e) If at any time, after execution of this agreement, any additional tax/duty/charges/ premium/cess/surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land of the said project or the said flat / apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies cost and consequences.
- f) The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of Residential Apartment to whomsoever the Promoter may deem fit and also against allotment of any exclusive right to use garage, Parking Spaces, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. also on ground of health hazards without any official proof towards it and that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/s is/are by executing these present

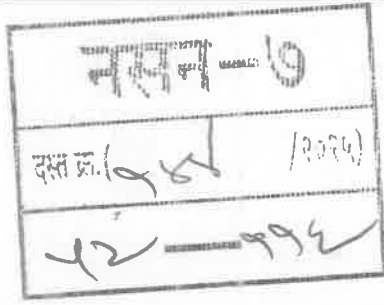
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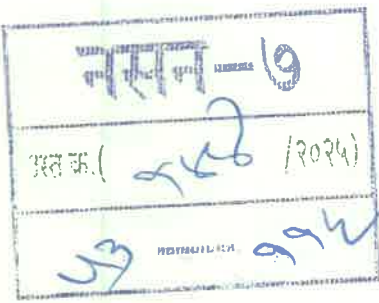
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document and has/have given his/her/their consent and for this reason a separate consent for the same will not be required.

- g) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Residential Apartment. The Allottee/s shall have no claim save and except in respect of the said Residential Apartment hereby agreed to be sold to him/her/them and all common gardens, side margin spaces, club house, gymnasium, children play area, Sai Mandir etc. will remain the property of the Promoter until the said land and all project buildings are conveyed to the Association of Apartment as mentioned here in above and thereafter all the common amenities herein above will be the common property of the Association of Apartment and will be governed and maintained under the Association of Apartment.
- h) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- i) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the Residential Apartment in the project, all the power, authorities and right of all the unsold Residential Apartment in the entire said project and any additional addition, if any, to the project herein shall always be with the Promoter only and the Promoter will always have over all right to dispose off all the unsold Residential Apartment and allotment of exclusive rights to use and sell un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Promoter will alone have the entire right to collect all the consideration from such disposed Residential Apartment, parking space, terrace, etc. The Promoter will also have the singular right to collect amount from the sold Residential Apartment before this date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee/s or any other tenement holder in the building



- or members of the ad-hoc committee or Association of Apartment or the maintenance company as the case may be will not have any right on the above nor shall they have any right to demand any amount from the Promoter herein in respect of the unsold Residential Apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- j) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other Residential Apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Residential Apartment in the building /wing is received by the Promoter.
- k) The Promoter herein have not undertaken any responsibility nor have they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter , other than the terms and conditions expressly provided under this agreement.
- l) If any space open to sky adjacent to the Residential Apartment approved as adjacent terrace or attached terrace on any floor or top terrace above any Residential Apartment , has/have been allotted by the Promoter to the Allottee/s of any Residential Apartment in the wing/ building/s, such respective Allottee/s and occupier of such Residential Apartment shall enjoy using the same as his/her/their personal attached garden, verandah or attached terrace etc. but is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, verandah etc., or to use any part of the terrace or parapet wall as the part of the flower bed or water body etc. if the Allottee/s or Occupier of Residential Apartment holders in the wing/ building/s commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such allottee/s or occupier and recover the cost of removal from such allottee/s or occupier. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use in the attached terrace, verandah, open space, attached gardens, parking space etc. along with the said Residential Apartment, if any.



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- m) The Allottee/s shall offer his/her/their support to the Association of Apartment Owners for compliances as required by local/state/central government including semi-governmental agencies and also the pollution control board for operation of the sewerage treatment plant / Water treatment plant, rain water harvesting etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoter and later to the Association of Apartment / the maintenance company to operate and run facilities such as sewerage treatment plant/ water filtration plant, rain water harvesting, as may be applicable and if provided etc. as per the rules and regulations imposed by the concerned authorities.
- n) The Allottee/s is aware that the attached terraces/balcony/dry balconies of some apartments shall either be partially covered or directly exposed to sky and the allottee/s shall not have any right to either partially or fully cover the said terraces/balcony/dry balconies in whatsoever manner.
- o) In case after the possession of the said Residential Apartment is handed over to the Allottee/s and the Allottee/s wants to let out or rent or lease or give on leave and license basis the said Residential Apartment, then in such an event, the Allottee/s shall inform in writing to the Promoter or the Association of Apartment, the details of such tenant or licensee and care takers and has to compulsory take a N.O.C. (No Objection Certificate) from the Promoter and subsequently the Association of Apartment and only after receiving the N.O.C. (No Objection Certificate) the Allottee/s can rent out, lease etc. the Residential Apartment. The Allottee/s and the Licensee of the Leave and license/ occupier of the Residential Apartment who has taken on rent, have to compulsory adhere by the terms and conditions as mentioned in the N.O.C. and comply with them.
- p) The entire project "SAMRAAT APNA GHAR" is a large project with a lot of amenities and facilities. The possession of the Residential Apartment in the project will be delivered to the respective allottee/s after completion of the construction of the Residential Apartment/ wing/building and its construction in all respect and after receiving the completion/ occupancy certificate from the Nashik Municipal Corporation. Further it is clearly informed to the allottee/s that the common facilities/ amenities of the project will be

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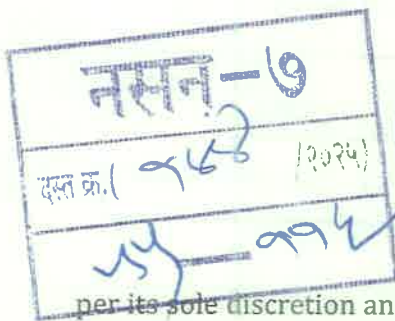


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completed as mentioned hereinabove and thereafter will be handed over to the Association of Apartment.

- q) It shall be the duty of the Allottee/s to take insurance cover for the said Residential Apartment as may be required by him/her/them or under law or as per any financial institution if he/she/they has borrowed any loan against the residential apartment.
- r) It is clearly stated and understood by the Allottee/s that the Residential Apartment will not be given for possession without the complete civil work done. No civil work or changes will be allowed at all as stated above. Only furniture work can be carried out by the Allottee/s if demands the possession for fit out after the Residential Apartment is ready in all respect but before the completion/ occupancy certificate is received from the local authority. A letter for possession for fit out has to be signed by the Allottee/s as per the guidelines of the Promoter / the Association of Apartment. The allottee/s is also made to understand very clearly that he/ she/they can take the possession for making of furniture before the completion/ occupancy certificate is received from the local authority but cannot reside / stay / use in the Residential Apartment until the completion / occupancy certificate is received from the local authority. It is also understood by the allottee/s that if he/ she/they desire to take the possession for carrying out the furniture work only then also they have to pay the balance amount towards the final consideration as agreed above along with any applicable tax also needs to be paid before taking possession for fit out of furniture and also pay all the maintenance cheque and corpus fund cheque etc. as stated herein above and only after receiving all these payments and the only after the payments being reflected of having received in the bank account of the promoter, the Promoter will give in writing the letter of possession for fit out. It is also very clear with the allottee/s that the letter of possession for fit out does not grant him / her/ them the right to stay/ occupy the Residential Apartment.
- s) The Allottee/s has/have read and understood the general rules relating to the concept of "HAPPY LIFE AT APNA GHAR PHASE III", "Way of Better Living" and which is annexed hereto in a small form and attached here as Annexure - XI and the Allottee/s do hereby agree and covenant to abide by the same now and always. The same will be amended from time to time by the Promoter as





per its sole discretion and subsequently the Association of Apartment and the Allottee/s do also agree to abide by the revised Rules and Regulations which will be applicable on the given day.

**(ii) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:**

- a) The Promoter herein has reserved the right to amalgamate the adjoining lands with the project land for effective development. In the event of the amalgamation, the Promoter shall have the absolute right to utilize the benefits of additional FSI which shall be generated thereby, and in such an event the term 'project' shall mean the project encompassing the additional construction which shall be permissible owing to the amalgamation of lands and 'buildings' shall include further buildings as may be permitted.
- b) The Promoter herein has specifically informed to the Allottee/s and Allottee/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer color scheme, terraces, windows, terrace Railing etc. and hence the Allottee/s or any Builder or occupier of the Residential Apartment in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces, change the color of the outer wall/ change windows and its glass, change the railing or any alteration that will disturb or spoil the elevation or the homogeneity of the entire design and elevation. The Allottee/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein have agreed to allot and sell the said Residential Apartment to the Allottee/s herein on ownership basis, subject to the terms and condition mentioned in this Agreement hereinabove and here after.
- c) The Promoter herein has reserved the right to divide the scheme phase wise or to have entire scheme as one phase.
- d) The Promoter herein is providing amenities / material / plant and equipment facilities in common area like elevators, electric rooms, CCTV camera with footage recording and monitoring system, garden, gymnasium, club house, play area with few equipment for the Residential flat / Apartment holders in this



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project. The said plants and equipment are to be operated, maintained, used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoter shall not be responsible for further maintenance of the amenities in the said project after handing over of premises to Association of Apartment and the said body shall then set its own norms for use of Common amenities. It is further agreed that the Promoter shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property in respect of these amenities/facilities or any other amenities/facilities in the said project.

**18. NAME OF THE PROJECT/ BUILDING/S / WING/S:**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "HAPPY LIFE AT APNA GHAR PHASE III" and building will be denoted by **Building I - Wing I-1, I-2, I-3, I-4, I-5** and **Building J - Wing J-1, J-2, J-3, J-4, J-5**, as has been decided by the Promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s, or all the Allottee/s, member of the Association of Apartment or the Apex body of the Association of Apartment are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is also an essential and important condition of this Agreement.

**19. ENTIRE AGREEMENT AND RIGHT TO AMEND:**

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

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

The Allottee/s hereby agrees to purchase the Residential Apartment on the specific understanding that his/her/their right is only to use and unless specifically allotted given vide a separate letter, to use (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Apartment or the maintenance agency appointed by it and performance by the Allottee/s of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/s from time to time.

**21. MEASUREMENT OF THE CARPET AREA OF THE SAID RESIDENTIAL APARTMENT:**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the completion / occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon continuation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 45 (Forty-Five) days with annual interest at the rate specified herein above, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s in the next milestone as per the Payment Plan agreed herein above. All these monetary adjustments shall be made at the same rate per square meter as agreed herein this Agreement. That in such a case, the parties hereto agree that a nominated architect as an expert be appointed mutually to take his expert opinion of measuring the said Residential Apartment and submitting the said details. The fees to the appointed architect will be borne 50:50 between the Allottee/s and the Promoter.

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**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S AND SUBSEQUENT ALLOTTEE/S:**

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

(ii) That the Allottee/s agree that he/she/they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his/her/their right to enjoy and use the Residential Apartment purchased by him/her/their and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

**23. REGISTRATION OF THIS AGREEMENT:**

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

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

- (a) The Allottee/s alone shall bear and pay the entire stamp duty, registration fees and the Local Body Cess and all other incidental charges etc., in respect of this agreement and all other agreements in pursuance hereof and shall bear and pay the proportionate share in respect of stamp duty, registration fees and the Local Body Cess and all other incidental charges payable in respect of indenture of transfer of project land and structures unto the Association of Apartment i.e. the organization as may be formed in which the Allottee/s will be the member.
- (b) The Allottee/s alone shall pay to the Promoter a sum of Rs. 10,000/- (Rupees Ten Thousand only) for meeting all legal cost charges and expenses, including

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professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Association of Apartment and for preparing its rules, regulations and bye-laws and the cost of preparing an engrossing the conveyance or assignment rights. This said sum is not a part of the Lump Sum cost/price and has to be paid separately.

**25. WAIVER NOT A LIMITATION TO ENFORCE**

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

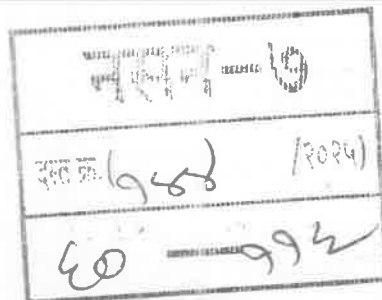
25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions thereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SERVERABILITY**

If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement for Sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable.

**27. PLACE OF EXECUTION**

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



Agreement for Sale shall be registered at the office of the Sub-Registrar. Hence this Agreement for Sale shall be deemed to have been executed at Nashik.

## 28. NOTICES

All notices to be served on the Allottee/s by the Promoter as contemplated by this Agreement for Sale shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by courier/Registered Post/email at their respective addresses specified below or their email id. As specified below:

**Name & Address of Allottee/s -**

(1) **MRS. IRSHA DILIP KHARAT**

(2) **MR. DILIP GANGARAM KHARAT**

**R/At: FLAT NO 14 SHUBH MANGAL APPARTMENT, DHARMAJI COLONY,  
NEAR HANUMAN MANDIR, SHIVAJI NAGAR, NASHIK, MAHARASHTRA - 422012.**

**Notified email id: kunal.lamination2013@gmail.com**

**Name & Address of Promoter -**

**M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd.**

Samraat Head Quarters, A-33, 7<sup>th</sup> Lane, NICE Area, MIDC, Satpur, Nashik  
422007

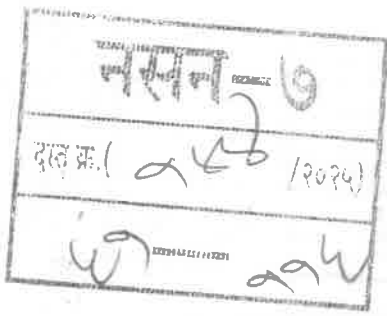
Notified EmailID: [crm@samraatgroup.com](mailto:crm@samraatgroup.com)/[customercare@samraatgroup.com](mailto:customercare@samraatgroup.com)

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

## 29. JOINT ALLOTTEE/S. TRANSFERRES. EASEMENT HOLDERS :

- (a) In case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s. Also the same letter will be forwarded on all the email IDs notified above and will be considered as properly served to the Allottee/s.
- (b) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in

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respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees/s of the Residential Apartment, in case of a transfer, as the said obligations go along with the Residential Apartment for all intents and purpose.

- (c) The Allottee/s, the subsequent allottees as the case may be agree that they shall not object to any easement rights that needs to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Residential Apartment purchased by him any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

### **30. CANCELLATION OF BOOKED FLAT/APARTMENT / BOOKING**

30.1 Without prejudice to the promoter's right for refunding the amount post termination of agreement, the promoter hereby confirms and declares to the allottees that the promoter, is liable and eligible to refund the amount / forfeit the amount after deducting 10% of whatever the amount paid by the allottee/s against the booked flat. 12.2 If the allottee/s paid an advance for the booking, and cancels or request to cancel, through email or letter or through a legitimate way of conversation, except oral, PRIOR TO AGREEMENT FOR SALE, and fits within the terms as mentioned below, the promoter shall be liable to refund or forfeit the amount after deduction with an appropriate percentage out of the paid amount by the allottee/s against the booked flat/s, as per the deduction criteria given by MahaRERA as below:

Sr. No.	If the request letter of cancellation of booking is received	Amount to be deducted
1	Within 15 days from issuance of the allotment letter	NIL
2	Within 16-30 days from issuance of the allotment letter	1% of the cost of the said flat
3	Within 31-60 days from issuance of the allotment letter	1.5 % of the cost of the said flat
4	After 61 days from issuance of the allotment letter	2% of the cost of the said flat

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That the allottees and the purchaser equally liable to adhere the cancellation terms and conditions as stipulated by MahaRERA.

- 30.3 If any allottee cancels or request to cancel the booked flat, through the legitimate way of conversation as mentioned hereinabove, post registration of agreement for sale, and the possession is to be done, the promoter is liable to forfeit 10% of the total amount paid by the allottee/s against the booked flat and return the remaining amount to the allottee/s through cheque within 180 days, after the registration of Cancellation of agreement for sale.
- 30.4 If any allottee/s is liable for breach or any violation of the terms and conditions of the agreement for sale, and not paying the remaining amount / outstanding amount, the promoter is liable to remind the allottee/s through various standard procedures. However, if the agreement for sale is registered, and the allottee/s is not responding to the promoter even after many follow ups or responding and observed by the promoter that he is giving false commitments for the payment, the promoter reserves the rights to take appropriate steps for the cancellation of the registered agreement for sale. The promoter either can cancel the agreement through cancellation deed in case of allottees are responsive and cooperating for the procedure and through the court order for cancellation of agreement in case of non-responsive allottees.

**30. GOVERNING LAW**

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

**Table 1**

**DETAILS OF THE PROPOSED/UNDER CONSTRUCTION 2 [Two]**

**BUILDINGS - 10 WINGS [Building I and I]**

<b>BUILDING I</b>	<b>Building I (Residential)</b> WING I-1 WING I-2 WING I-3 WING I-4 WING I-5 <b>PHASE III</b> Construction Completion date - <b>31/12/2027</b>	- Stilt / Ground Floor for Car/two wheeler Parking. - First Floor to Seventh Floor consisting of 4 (Four) flat/ Apartments on each floor.
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<b>BUILDING J</b>	<b>Building J (Residential)</b> WING J-1 WING J-2 WING J-3 WING J-4 WING J-5 <b>PHASE III</b> Construction Completion date - <b>31/12/2027</b>	- Stilt / Ground Floor for Car/two wheeler Parking. - First Floor to Seventh Floor consisting of 4 (Four) flat/ Apartments on each floor.
<b>COMMON AREAS</b>	<b>Common Amenities</b> Construction Completion Date - <b>31/12/2027</b>	- One Club House - Two Gymnasium - Sai Baba Temple - Garden on Ground - Parking - Play Area - Amphi - theatre - Plantation of plants. - Compound wall around the premises with central gate.

## SCHEDULE I

### Description of the Said Land

All those pieces and parcels of land bearing **Survey No. 50/2** area admeasuring 24,500 square meters, having CTS No. 2383/1 & **Survey No. 48/2/A** area admeasuring 5,100 square meters situate at Gangapur, Taluka Nashik, District Nashik (Out of the same 1273.59 Sq Mtrs. of area is for 18.00 Mts wide road D.P. Road of N.M.C. and the F.S.I of the same is utilized and consumed from Survey No. 50/2 & 963.70 Sq Mtrs. of area is for 18.00 Mts wide road D.P. Road of N.M.C. and the F.S.I of the same is utilized and consumed from Survey No. 48/2/A) and within the limits of Nashik Municipal Corporation and within the jurisdiction of the Sub Registrar Nashik and commonly bounded as under:-

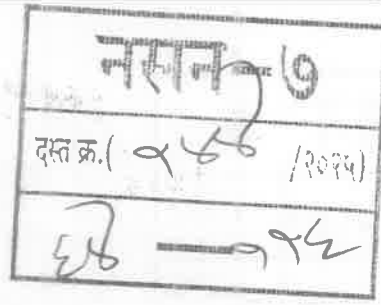
On or towards the East : Survey No.49/1/2 & Survey no. 48 Part.

On or towards the West : Survey No. 50/1 & Survey No. 48 Part.

On or towards the North : Survey No. 48 Part & Na la.

On or towards the South : 18 M Wide Road.





## SCHEDULE II

### Second schedule above referred to the nature, extent and description of common areas and facilities.

#### A) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i	One Club House	31/12/2027	Done	300 sq. mtr.
ii	Separate Gymnasium for Ladies and Gents	31/12/2027	Done	300 sq. mtr.
iii	Play Area, Podium Garden, Kids Play area, Sitting area, Internal Road	31/12/2027	30/11/2027	5500 sq. mtr.
iv	Amphi - theatre	31/12/2027	30/11/2027	130 sq. mtr.
v	Garden on Ground	31/12/2027	30/11/2027	2925 sq. mtr.
vi	Plantation of plants	31/12/2027	30/11/2027	Along with Perri Pheri and gardens and internal road
vii	Compound wall around the premises with central gate	31/12/2027	Done	600 rmt.

#### B) Facilities/Amenities provided/to be provided within the building including in the common area of the building:

	Types of facilities/amenities provided	Phase name /Number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the society /common organization
1	One Entrance & Exit gate complete with one Security Cabin	III	30/11/2027	31/12/2027
2	One CCTV camera at entrance gate and one at each entrance lobby for surveillance	III	30/11/2027	31/12/2027
3	Two Club House / Multipurpose hall.	III	30/11/2027	31/12/2027
4	One Gymnasium with few Equipment	III	30/11/2027	31/12/2027
5	Children's play area with few playing equipment	III	30/11/2027	31/12/2027
6	Multipurpose Court on the ground floor for playing	III	30/11/2027	31/12/2027
7	Small Amphi Theater	III	30/11/2027	31/12/2027
8	One elevators in each wing/building of KONE manufactured by KONE ELEVATORS (I) PVT. Ltd.	III	30/11/2027	31/12/2027
9	Battery backup to elevators by SALVO manufactured by Salvo Electronics Corporation	III	30/11/2027	31/12/2027
10	Individual Mail box for each flat/apartment at parking level	III	30/11/2027	31/12/2027
11	Paved/Trimix internal roads	III	30/11/2027	31/12/2027
12	Sanitation facilities for drivers at parking level	III	30/11/2027	31/12/2027
13	Drainage and water line work	III	30/11/2027	31/12/2027
14	RCC Frame work structure of the buildings	III	30/11/2027	31/12/2027
15	Electric meter and water meter connected to common lights, water connections, pump set etc.	III	30/11/2027	31/12/2027
16	Light points outside the building and the staircase/s as well as those in the common parking space	III	30/11/2027	31/12/2027
17	One overhead water tank for each building/wing with water pump connected to water reservoir	III	30/11/2027	31/12/2027
18	Lift/Elevator, lift well and elevator equipment	III	30/11/2027	31/12/2027

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19	Security Systems, Garden and other common area facilities and the required equipment to run the same	III	30/11/2027	31/12/2027
20	Main door both side laminated flush door & Laminated ply door frame Make & Brand - Eureka / Kalpataru	III	30/11/2027	31/12/2027
21	Stainless steel fittings and hinges on the main door	III	30/11/2027	31/12/2027
22	Vitrified flooring in living & dining room Make & Brand Zealtop/Simpolo/R.A.K.	III	30/11/2027	31/12/2027
23	Aluminum sliding window	III	30/11/2027	31/12/2027
24	Emulsion paint in Living and Dining room Make & Brand - Asian Paints	III	30/11/2027	31/12/2027
25	Modular switches Make & Brand - Schneider/L & T/Great White	III	30/11/2027	31/12/2027
26	Wiring Make & Brand - Finolex Wires & Cables/Equivalent Make	III	30/11/2027	31/12/2027
27	Night latch to main door Make & Brand - Godrej, manufactured by Godrej & Boyce Mfg. Co. Ltd., Vikroli, Mumbai.	III	30/11/2027	31/12/2027
28	One TV & one telephone point in living room	III	30/11/2027	31/12/2027
29	Quartz kitchen sink Make & Brand - Carysil, manufactured by Carysil Limited, Rajkot	III	30/11/2027	31/12/2027
30	Small water purifier	III	30/11/2027	31/12/2027
31	Exhaust fan in kitchen Make & Brand	III	30/11/2027	31/12/2027
	Glazed tiles for dado upto lintel level in kitchen above main kitchen platform and 2 Ft above service platform, Make & Brand Itaca, manufactured by Itaca Ceramics,Pvt. Ltd, Mcrbi Gujrat	III	30/11/2027	31/12/2027
32	CP fittings in all toilets Make & Brand - Jaquar, manufactured by Jaquar & Co. Pvt. Ltd	III	30/11/2027	31/12/2027
33	Toilet door - 30 mm both side laminated flush doors Make & Brand - Kalpataru/ Eureka	III	30/11/2027	31/12/2027
34	Toilet door Frame - Cement door frame are locally made painted in emulsion paint	III	30/11/2027	31/12/2027
35	Concealed Plumbing	III	30/11/2027	31/12/2027
36	One TV point in all bedroom & telephone point in Master Bedroom	III	30/11/2027	31/12/2027
37	Track Aluminum Sliding Windows with aluminum Net & 4 mm plain glass with Mild Steel fabricated railing of 3.5 ft height painted with Asian Oil Paint is fitted outside of sliding window.	III	30/11/2027	31/12/2027

C) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout:

	Types of open spaces (RG/PG) to be provided	Phase name/Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1	Kids play area, Garden, Sitting areas, Plantation	III	2925 sq. Mtr.	30.11.2027	31.12.2027

D) Details and specification of the lifts:

Type lift (passenger/ service/s/stretcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
Passenger Lift	Passenger Lift	8 passengers per lift	1.00 mtr per sec.

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**RESTRICTED AREAS AND FACILITIES:-**

- The parking spaces at ground floor below stilt and below podium slab shall be restricted and the Promoter herein shall have exclusive right to allot the same to the Allottee/Purchaser/s in the building.
- All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter shall have exclusive rights to allot sell or transfer, convey the same in part or in full to any buyer of flat/apartment, terrace/s, parking space etc. or to Convert the Restricted Area into Common Area or vice-versa.

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the layout and/or common area of the layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the layout.

At 'E': to provide the details ad specification of the lifts.

**SCHEDULE - III**

**Description of the said Residential Apartment**

All that piece and parcel of this Residential Apartment in the project known as "HAPPY LIFE AT APNA GHAR PHASE III" having Carpet Area of 65.37 sq. mtrs. measured as per Notification bearing No. 4/2017 dated 14.6.2017 of MahaRERA (Maharashtra Real Estate Regulatory Act- 2016) the above carpet area is calculated as :

1. Carpet area of all rooms including partition walls 57.22 square meters plus

2. Balcony 8.15 square meters plus

3. Attached terrace/s carpet ----- square meter the said residential apartment is bearing the following particulars:

(i) Residential Apartment No. 11-401

(ii) Floor: FOURTH

(iii) Building: "I"

(iv) Wing: "I1"

4. Parking No. CP-543 (the said apartment is sold with the exclusive right of parking to the above said allottee/s)

VA



The said residential apartment is bounded as follows:

East : Wing I1 Flat No 402

West : Internal Road

North : Internal Road

South : Wing I1 Flat No 404



The subject matter of these presents is the apartment more particularly elaborated in SCHEDULE-III herein above and shown on the plan attached herein below as ANNEXURE -VII and also on the plan of parking attached herein below as ANNEXURE-VIII.

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

**SIGNED SEALED AND DELIVERED**

By the within named "PROMOTER" )

Shweta Infrastructure and Housing (I) Pvt. Ltd. )

By the hands of its Authorized Signatory, )

MR. VIDYA BHUSHAN SHARMA )



duly granted pursuant to the resolution of the board of directors dated 01/04/2024.

**SIGNED SEALED AND DELIVERED**

By the within named "ALLOTTEE/S/PURCHASER/S" )

(1) MRS. IRSHA DILIP KHARAT )



(2) MR. DILIP GANGARAM KHARAT )



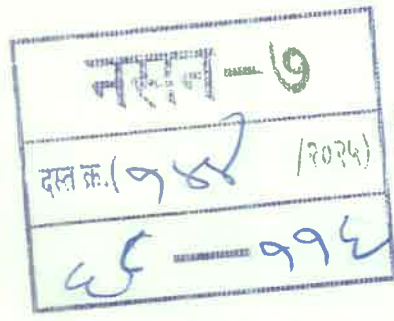
In the presence of:

(1) Signature:

Name: Trishul Harsham  
Sanvat 172  
Satpur MIDC,  
Nashik

(1) Signature:

Name: Pratik Anand  
samsat HO, Satpur  
MIDC, Nashik-422007.



## ANNEXURE I

## Copy of the Certificate of the title issued by the advocate PAGE I

**DATTAPRASAD V. NIKAM**  
B.Com., G.D.C. & A., LL.B., D.C.L.  
|A|D|V|O|C|A|T|E|

☎ : 9881096696

✉ : adv.ajay.nikam@gmail.com

📍 Office : 15 / 1, Maruti Chambers, District Court, Nashik- 422 001 (Maharashtra)

FORMAT -A  
(Circular No. 28/2021)

To,  
Maha RERA,  
Nashik.

**LEGAL TITLE REPORT**

**Subject:** Title clearance certificate with respect to all that piece and parcel of the Non-Agricultural land bearing Survey No. 48/2/A having area adm. 4136.30 Sq. mtrs and area acquired by NMC, Nashik for road Widening 963.70 Sq. mtrs i.e. total area adm. 5100.00 Sq. mtrs and Survey No. 50/2 having area adm. 23226.41 Sq. mtrs and area acquired by NMC, Nashik for road Widening 1273.59 Sq. mtrs i.e. total area adm. 24500.00 Sq. mtrs having CTS No.2383/1 area adm. 24849.00 Sq. mtrs and thereon construction which is situated at Mauje Gangapur Tal. Nashik, Dist. Nashik within the limit of Nashik Municipal Corporation Nashik Bounded as per record of rights (hereinafter referred as the said "PROPERTY").

I have investigated the title of said property on the request of M/s. Shweta Infrastructure and Housing India Pvt. Ltd. & following documents i.e. :-

## 1) Description of Property.

All that piece and parcel of the Non-Agricultural land bearing Survey No. 48/2/A having area adm. 4136.30 Sq. mtrs and area acquired by NMC, Nashik for road Widening 963.70 Sq. mtrs i.e. total area adm. 5100.00 Sq. mtrs and Survey No. 50/2 having area adm. 23226.41 Sq. mtrs and area acquired by NMC, Nashik for road Widening 1273.59 Sq. mtrs i.e. total area adm. 24500.00 Sq. mtrs having CTS No.2383/1 area adm. 24849.00 Sq. mtrs thereon construction which is situated at Mauje Gangapur Tal. Nashik, Dist. Nashik within the limit of Nashik Municipal Corporation Nashik Bounded as per record of rights.



*Dikam*

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**Copy of the Certificate of the title issued by the advocate PAGE II**

**DATTAPRASAD V. NIKAM**

B.Com., G.D.C. & A., LL.B., D.C.L.

**A | D | V | O | C | A | T | E |**

☎ : 9981096695

✉ : adv.ajay.nikam@gmail.com

📍 Office : 15 / 1, Maruti Chambers, District Court, Nashik- 422 001 (Maharashtra)

**2) The Documents of Allotment of Plot. –**

In furtherance, following documents pertaining to the property Gat No. 49/2/A herein above have been produced before me which can be summarized as under :-

- a) 7/12 extract for the last 30 years.
- b) Mutation Entries for the last 30 years.
- c) Copy of Sale Deed dated 19.12.1997.
- d) Agreement for Sale 19.12.2006.
- e) N. A. Order dated 13.03.2018
- f) Copy of Sale Deed dated 27.03.2018.
- g) Copy of Sale Deed dated 19.04.2018.
- h) Copy of Registered Mortgage Deed dated 19.04.2018.
- i) Copy of Commencement Certificate issue by Nashik Municipal Corporation dated 29.09.2020.
- j) Copy of Part Completion Certificate issued by Nashik Municipal Corporation dated 31.03.2021.
- k) Copy of Registered Mortgage Deed dated 15.03.2022 at Sr. No. 2803 of 2022.
- l) Copy of registered Deed of Declaration dated 05.05.2022 at Sr. No. 4627 of 2022.
- m) Copy of N.A. Commercial Order issued by Ld. Tahasildar, Nashik dated 20.05.2022 vide outward No. JMA-1/42-B/S.R./125/2021.
- n) The copy of Sanad issued by Ld. Tahasildar, Nashik by invoking the provisions of Sections 42B/43C/42D of The Maharashtra Land Revenue Court, 1966 dated 30.05.2022.
- o) Declaration Deed dated 05.05.2022
- p) Mortgage Re-conveyance Deed dated 05.04.2023.
- q) ICICI Bank Mortgage Deed dated 18.04.2023.



*Dikam.*

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**Copy of the Certificate of the title issued by the advocate PAGE  
III**

**DATTAPRASAD V. NIKAM**

B.Com., B.A. LL.B., D.C.L.

[A|D|V|O|C|A|T|E]

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📍 Office : 16/1, Maruti Chambers, District Court, Nashik- 422 001 (Maharashtra)

In furtherance, following documents pertaining to the property Gat No. 502 (CTS No. 2393/1) herein above have been produced before me which can be summarized as under: -

- a) 7/12 extract for the last 30 years.
  - b) Mutation Entries for the last 30 years.
  - c) CTS Extract.
  - d) Copy of Sale Deed dated 24.02.2006.
  - e) Copy of Development Agreement dated 24.02.2006
  - f) N. A. Order dated 17.08.2006.
  - g) Copy of Sale Deed dated 07.09.2006.
  - h) Copy of Sale Deed dated 19.04.2016.
  - i) Copy of Registered Mortgage Deed date 19.04.2018.
  - j) Copy of Commencement Certificate issue by Nashik Municipal Corporation dated 29.09.2020.
  - k) Copy of Part Completion Certificate issued by Nashik Municipal Corporation dated 31.03.2021.
  - l) Copy of Revised Commencement Certificate issued by Nashik Municipal Corporation dated 22.09.2021.
  - m) Declaration Deed dated 05.05.2022
  - n) Copy of Deed of Mortgaged dated 16.04.2023 at Sr. No. 4496 of 2023.
- 3) 7/12 extract of property card issued by Talathi Nashik dated 16.07.2024, Mutation Entry No. for Gat No. 48/2/A - 383, 497, 938, 1160, 1270, 1648, 1842, 2780, 6719, 9635, 9888, 15621, 17294, 17794, 17869, 17910, 17987, 19443, 19893, 21481, 22750, 25545, 24056 and 7/12 extract of property card issued by Talathi Nashik dated 16.07.2024, Mutation Entry No. for Gat No. 50/5 - 9467, 9468, 9544, 9925, 15621, 17280, 17870, 17918, 17987, 19014, 19410, 21481, 22750, 24056, 25545.



*(Handwritten signature)*



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Copy of the Certificate of the title issued by the advocate PAGE IV

**DATTAPRASAD V. NIKAM**

B.Com., G.D.C. & A., LL.B., D.C.L.

**|A|D|V|O|C|A|T|E|**

☎ : 9881098696

✉ : adv.ajay.nikam@gmail.com

📍 Office : 15 / 1, Manuti Chambers, District Court, Nashik- 422 001 (Maharashtra)

4) Search report for 30 Years From 1994 till 2024.

2/- On perusal of the above-mentioned documents and all the relevant documents relating to title of the said property. I am of the opinion that the title of **M/s. Shweta Infrastructure and Housing India Pvt. Ltd.** is good, clear and marketable and without any encumbrances except the charge of ICICI Bank Ltd which is still valid and subsisting.

Owners of Land

(1) M/s. Shweta Infrastructure and Housing India Pvt. Ltd

(2) NA

(3) NA

(4) Qualifying Comments/remarks if any NA

3/- The report reflecting the flow of the title of (owner/promoter/developer/company) on said property is enclosed herewith as annexure.

Encl: Annexure

Date: 24.07.2024.



ADVOCATE


(stamp)

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ANNEXURE II

Copy of Property Card 7/ 12 Extract of the said land.

  
 राज्य शासन  
 गणराज्य महाराष्ट्र  
 [ महाराष्ट्र राज्य सरकार अर्थ विभाग अतिरिक्त आणि भूतळा (सर्व्हा) विभाग व भूतळी विभाग १९७१ यातील नियम ३५,६ आणि ७ ]  
 गाव :- गंगापूर (१४७०२६) तालुका :- नाशिक जिल्हा :- नाशिक  
 P.U. ID : 29124000788 भूतळा क्रमांक व उपविभाग ४८२/३  
 29124000788

श्रेणी, प्रकार व आकारपत्री	खती क्र.	भूतळ्याचे नाव	क्षेत्र	आकार	पी.स.	केदार क्र	कृषक, खंड व इतर अधिकार
सकल क्षेत्र	६२७८	श्रीवेंकटेश्वर स्वामी मठ	१.६२.७०	१८२.१७		(१९८९२)	श्रीवेंकटेश्वर स्वामी मठ
अकृषिक क्षेत्र	५१००.००	श्रीवेंकटेश्वर स्वामी मठ	४९.३६.३०	४२९९.०३		(१९८९२)	श्रीवेंकटेश्वर स्वामी मठ
विशेष क्षेत्र	५२०२.००	श्रीवेंकटेश्वर स्वामी मठ					श्रीवेंकटेश्वर स्वामी मठ

ई महाभूमि

सदर कार्ड हा गणराज्य भूतळात उद्दिष्ट आहे.



हा गणराज्य भूतळात उद्दिष्ट आहे. अधिकृत वेबसाइटवर जाऊन या कार्डचा तपशीलवार तपशील घ्यावा. अधिकृत वेबसाइटवर जाऊन या कार्डचा तपशीलवार तपशील घ्यावा. अधिकृत वेबसाइटवर जाऊन या कार्डचा तपशीलवार तपशील घ्यावा.





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ANNEXURE II-A

The copies of the C.T.S. Property Card of the said land



महाराष्ट्र शासन

मालमत्ता पत्रक



61086019998

FU-ID: 01000010000

[महाराष्ट्र चनीन नसम (नाम, नंबर व नंतर घुषावण) निबम, १९६९ चाटील निबम ७ नमुना 'ब']

गाव/पेठ : गंगापूर		तालुका/म.मु.का. : म.मु.ब. नाशिक			जिल्हा : नाशिक	
नंबर घुषावण क्रमांक	शिटा नंबर	फॉट नंबर	खेस नं. मी.	घारनाशिका	सातनासा विलोख्या आकारनीचा कित्या नाब्याचा वपशील नागि स्वाध्या किरतपासनीची निवत वेक	
२३८३/९			२४८४९.००	४		

मुशिभाशिकार :

हसकाचा मुळ बाणक :

वर्ष :

घुटेवार :

इतर वार :

इतर खेरे :

दिनांक	घवषार	खेस क्रमांक	नशिन बाणक(वत), घुटेवापर कित्या वार (४)	सामांकण
17/12/2018	किसाती घोवखीने - (१) म. विलोख्यानी मल्लिख खेने अटील क्र. २४८/ कस. ४/ मी. २४.४ १२८/०६ दि. २४/०८/०६ (२) अ. न. घ. कस. ४/ ४/ मी. २४.४ १२८/०६ दि. २४/०८/०६ वे निशोती अवेणक लोम ना. कार्याकारी जमिनेत वारवकना विलम, ना. म. व. घ. खेने अटील का. २.६८८ द. २.६८८ दि. वी. कसपु २४८/ २४८/०६ दि. २४/०८/०६ वे नुवूर अशिबाव लोम इकाटील अणक म. मु. अशोबी/ विली/ मी. र. म. १२/२० दि. १८/८/२०१८ वे नोवणी मुवत मुळ विलमना जमिनेवरील खेजान विलोती खेस २४८ अकन मोवघोवत वशिकार अशिलोका प्रबणे नशीन दि. १. ८ पदक्यात आटी.		लोम इकाटुवत वेंक इशिन इ शानि	अशकर कं. १३७ दनाम १७- 17/12/2018 म. मु. अ. क. १, नाशिक

शे विलमना पत्रिका (विनांक 0000000001 ४200000 000 रोधी) डिपिटटा एवाराडी शेरी अशवागुणे एवत कोणकळी खी विलवनी अवरवकात नाही. विनांक घीशका वारवारी दिनांक 18/12/2024 03:57:09 PM वेवात परवकाती खी <https://digitalsarkar.mahatillatell.gov.in/USLR/Logic/Verify/PropertyCard> वा वेंकेल एवतवर 2017100001480031 हा क्रमांक वाववात.



नखन-७
दस्तावेज (१६६ / २०२५)
७५ - ९९५



ANNEXURE - III

Copy of Building permission / Commencement certificate PAGE I



**NASHIK MUNICIPAL CORPORATION**

NO: LND/BP/ 131/130/83/2023  
DATE :- 09/05/2023

**SANCTION OF BUILDING PERMISSION  
AND  
COMMENCEMENT CERTIFICATE**

To, **Shweta Infrastructure & Housing (I) Pvt. Ltd.**  
C/o. Ar. Sumit Kumath & Stru. Engg. Jayant V. Inamdar Of Nashik.

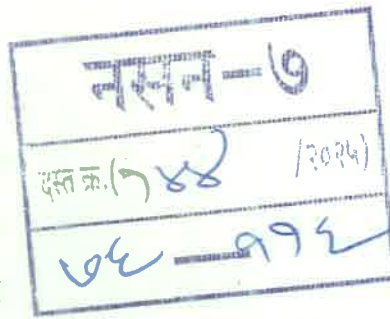
Sub :- Sanction of Building Permission & Commencement Certificate on Plot No. — of  
S. No. 58/2 & 48/2/A of Gengapur Shwar, Nashik.

- Ref :- 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan In Dated:- 10/01/2023 Inward No. B1/RBP/105.  
2) Previous Approved building permission No. LND/BP/B1/BP/231/2021, Dt: 22/08/2021.  
3) Part Occupancy Certificate No. B1/27540/2021 & 30860/2022 Dt: 31/03/2021 & 10/09/2022.

Sanction of building permission & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mat. of 1966) to carry out development work/and building permission under section 253 of The Maharashtra Municipal Corporation Act (Act No. LIX of 1948) to erect building for **Residential+Commercial** Purpose as per plan duly amended in ..... subject to the following conditions.

**CONDITIONS (1 to 56)**

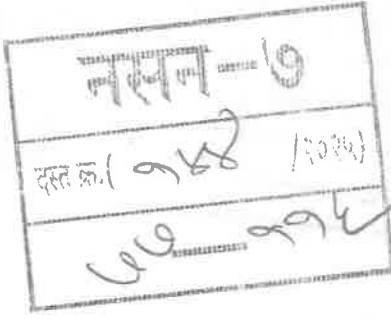
- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street
- 2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission under sec. 253 of the Maharashtra Municipal Corporation 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, 1948 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS
- 6) Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1960].
- 7) The balconies, ottas & verandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balconies, ottas & verandas are covered or merged into adjoining room the construction shall be treated as unauthorized and action shall be taken.
- 8) At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the reservation of Tree Act, 1975.
- 9) The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation. The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity. Invert levels of the effluent of the premises should be such that the effluent goes 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.



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PAGE II

- 10) Proper arrangement for disposal of storm water shall be made as per site requirements without disturbing the natural gradient of the land facing to these 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.
- 12) Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
- 13) Stacking of building material debris on public road is strictly prohibited. If building material or debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.
- 14) All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and The Maharashtra Municipal Corporation Act.
- 15) Applicant should make necessary arrangement of water for construction purpose as per undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site.
- 16) There is no objection to obtain electricity connection for construction purpose from M.S.E.B.
- 17) Septic tank & soak pit shall be constructed as per the guidelines of sewerage department of N.M.C. & NOC shall be produced before occupation certificate.
- 18) Wherever necessary Adequate space from the plot or should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.
- 19) Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost.
- 20) While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government GRs.
- 21) As per order of Urban Development of Government of Maharashtra, vide TPS2417/457/pra.kra.217/2017/JD-Dated-7/8/2015 for all building following condition shall apply.
  - A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.
    - a) Name and Address of the owner/developer, Architect/Engineer and Contractor
    - b) Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries.
    - c) Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.
    - d) F.S.I. permitted.
    - e) Number of Residential/Commercial flats with their areas
    - f) Address where copies of detailed approved plans shall be available for inspection.
  - B) A notice in the form of an advertisement, giving all the details mentioned in 22A above, shall also be published in two widely circulated newspapers one of which should be in regional language. Failure to comply with condition 22 (A) action shall be taken by NMC.
- 22) This permission is given on the basis of conditions mentioned in Hon. Labour Commissioner letter No. vide letter No: Nahapra-112010/pr.No.212/kam-2 Date: 30/12/2010 From Ministry of Labour Dept. & the Conditions mentioned should be strictly observed.
- 23) Fly ash bricks and fly ash based and related materials shall be used in the construction of buildings.
- 24) Wherever necessary Fanning shall be made and maintained as per the provisions of UDCPR on site.
- 25) Provision of rain water harvesting shall be made at site as per Clause no 13.3 of UDCPR
- 26) Buildings shall be planned, designed and constructed to ensure fire safety and this shall be done in accordance with Part IV of Fire Protection of National Building Code of India and Maharashtra Fire Prevention and Life Safety Measures Act, 2006, in case of buildings identified in Regulation no.2.2.8 the building schemes shall also be cleared by the Fire Officer, Fire Brigade Authority.
- 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 not be responsible for breach of any Conditions mentioned therein.
- 28) As per circular No for any TPV-4308/102/Pra.kra.359/08/navi-11, Date-19/11/2008 for any arithmetical discrepancies in area statement the applicant/Architects & Developers will be commonly responsible.
- 29) If any discrepancies occurs/found in paid charges the applicant shall be liable to pay for the same.





C.C. For Plot No. — of S. No. 50/2 & 48/2/A of Gangapur Shiwar, Nashik.

- 30) Temporary drainage connection shall be taken before start of work by taking permission from Public Health Department (Drainage)
- 31) All safety measures & precaution shall be taken on site during construction with necessary signage/display board on site.
- 32) As per solid waste management Rule – 2016 segregation of dry & wet waste is compulsory & Construction site should be covered with Green Net/Shed Net & In addition, necessary precautions should be taken to reduce air pollution.
- 33) To Follow the Duties and Responsibilities as per Provisions in Appendix C of UDCPR Is mandatory to Engineer/Structural Engineer/ Supervisor/ Town Planner/Licensing/Site Engineer/Geotechnical Engineer/ Owner/Developer.
- 34) This permission is given the basis of N. A. order Residential No. 124/2006 Dt:17/08/2006, 98/2018 Dt:13/03/2018 & Commercial 49/2018 Dt:18/06/2019 submitted with the application.

**Charges Recovery**

- 35) As per Hon. Commissioner's order No. जा.अ.नवि/वसि/१६/२०२० दि.२२/०९/२०२० The applicant has requested to get benefit of installments for development charges.  
The Applicant has paid 1<sup>st</sup> installment of development charges 30% Rs.10,67,900/- vide/ R.No./B.No. 05/746 Dt:28/09/2020 which is 30% of total development charges Rs.35,59,300/-  
Remaining Amount of II<sup>nd</sup> installment of 40% Rs.14,23,500/- & (Interest Rs.1,09,850/-) vide/ R.No./B.No.12/774 Dt:14/09/2021 at the time of Plinth Completion or after one year  
III<sup>rd</sup> installments of Rs.10,67,900/- which is 30% of total development charges along with applicable interest rate of 8% at the time of Completion or within 3 year shall be paid along with the interest of @ 8% per annum as per section 124 (E) of MRTTP Act.  
Interest Paid on III<sup>rd</sup> installments of Rs.1,39,300/- vide Receipt No. 1778 Dt:04/05/2023 which is 8% per annum.  
If applicant fails to pay III<sup>rd</sup> installment within specified time, then the recovery of the the installment will be made at the rate of 18% per annum interest as per the section 124 E (3) of M.R.T.P. Act and C.C. issued will be treated as cancelled.
- 36) As per Hon. Commissioner's order No. जा.अ.नवि/वसि/१६/२०२० दि.२२/०९/२०२० The applicant has requested to get benefit of installments for Premium Paid F.S.I.  
The Applicant has paid 1<sup>st</sup> installment of Premium Paid F.S.I. 30% Rs.89,67,000/- vide/ R.No./B.No. 57/2724 Dt:29/09/2020 which is 30% of total Premium Paid F.S.I. Rs.2,98,90,000/-  
Remaining Amount of II<sup>nd</sup> installment of 40% Rs.1,19,56,000/- & (Interest Rs.9,22,450/-) vide/ R.No./B.No.18/222 Dt:14/09/2021 at the time of Plinth Completion or after one year  
III<sup>rd</sup> installments of Rs.89,67,000/- which is 30% of total Premium Paid F.S.I. along with applicable interest rate of 8% at the time of Completion or within 3 year shall be paid along with the interest of @ 8% per annum as per section 124 (E) of MRTTP Act.  
Interest Paid on III<sup>rd</sup> installments of Rs.11,69,400/- vide Receipt No. 1779 Dt:04/05/2023 which is 8% per annum.  
If applicant fails to pay III<sup>rd</sup> installment within specified time, then the recovery of the the installment will be made at the rate of 18% per annum interest as per the section 124 E (3) of M.R.T.P. Act and C.C. issued will be treated as cancelled.
- 37) This permission given on the basis of Environment Clearance Certificate No. SIA/MH/MIS/141055/2020, Dt. 31/03/2020 for the area 68,057.93Sq. Mtrs from Environment Dept. Mantralaya, Mumbai.
- 38) Rs.3,52,100+3,74,980+2,64,600+10,67,900+6,48,800+14,23,500+(Interest Rs.1,09,850/-)+(Interest Rs.1,39,300/-)+20,74,398/- is paid for development charges w.r.to the proposed Construction Vide R.No./B.No. 07/235, 08/235, Transaction No. 215346319855928, R.No./B.No. 05/746, 97/773, 12/774 & Receipt No.1778 & 1735 Date: 19/05/2006, 03/11/2018, 29/09/2020, 13/09/2021, 14/09/2021 & 03/05/2023 & 04/05/2023.
- 39) Rs.6,58,560+7,35,000+3,88,100/- is paid for development charges w.r.to the proposed land development. Vide R.No./B.No. 07/235, 08/235 & 30/746 Date : 19/05/2006, 29/09/2020
- 40) Drainage Connection Charges Rs.84,500+6,01,500+72,000+53,500/- is paid vide Vide Transaction No. 215346319855928, R.No./B.No. 047/8725, 51/0221 & Receipt No.1735 Date:03/11/2018, 29/09/2020, 13/09/2021 & 03/05/2023.
- 41) Welfare Cess charges Rs.4,29,000+70,13,000+10,83,200+6,03,478/- is paid Vide Vide Transaction No. 215346319855928, R.No./B.No. 047/8725, 51/0221 & Receipt No.1735 Dt:06/11/2018, 29/09/2020, 13/09/2021 & 03/05/2023.



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दस्ता क्र. (१४४) / २०२५
५-११६



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PAGE IV

C.C. For Plot No. — of S. No. 50/2 & 48/2/A of Gangapur Shikhar, Nashik.

- 42) As per the order of Hon. Commissioner bearing No. Nanivi/vashi/20/2021 Dated:12/07/2021, applicant has requested to get benefit of installment for Welfare Cess Charges. Amount of Total Welfare Cess Charges is Rs.24,13,912/- 1st installment of (1) 1st installment Rs.603,478/- paid vide Receipt No.1736 Date:03/05/2023 which is 25% of total Welfare Cess Charges.
- (2) 2nd installment Rs.603,478/- which is 25% of total & Welfare Cess charges should be paid within two years.
- (3) 3rd installment Rs.603,478/- which is 25% of total & Welfare Cess charges should be paid within three years.
- (4) 4th installment of Rs.603,478/- which is 25% of total Welfare Cess charges should be paid at time of occupancy certificate or four year from the date of c.c. whichever is earlier. If applicant fails to pay 1st & 3rd installments within specified time, then recovery of the installment at the rate of 18% per annum as per section 124 E (3) of M. R. T. P. Act. is applicable.
- 43) Rs.18,500/- vide R.No./B.No. 60/3027 Date :29/09/2020 against Treeplantation deposit.
- 44) Infrastructure Improvement Charges Rs.Nil/- is paid vide R.No./B.No.- Date
- 45) Charges for "Premium FSI" is paid Rs.89,57,000+1,19,56,000+(Intrest Rs. 9,22,460) vide R.No./B.No. 57/8724 & 18/0222 Date :29/09/2020 & 14/09/2021.
- 46) Charges for "Ancillary Premium" is Paid FSI" Rs.10,23,500+57,63,922/- vide R.No./B.No. 95/0161 & Receipt No. 1736 Date: 13/09/2021 & 03/05/2023.
- 47) 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 end C & D waste deposit Rs.Nil/- is paid vide R.No./B.No. — Date: —
- Additional Conditions**
- 48) Total TDR Loaded 469.28 Sq.mt. which is utilised from DRC No: 918 Dt:21/06/2020 vide formula  $469.28 \times 29200/5700 = 2404.00$  Sq.mt. TDR area utilized from the same.
- And
- Total TDR Loaded 44.31 Sq.mt. which is utilised from DRC No: 916-A Dt:21/05/2020 vide formula  $44.31 \times 29200/5700 = 227.00$  Sq.mt. TDR area utilized from the same.
- And
- Total TDR Loaded 225.82 Sq.mt. which is utilised from DRC No: 770 Dt:01/08/2017 vide formula  $225.82 \times 8910/5700 = 353.00$  Sq.mt. TDR area utilized from the same
- 49) Previously approved building permission vide C.C. No. LND/BP/B1/BP/61 Dt:29/09/2021 is hereby as cancelled.
- 50) All safety measures & precaution shall be taken on site during construction with necessary signages/display board on site.
- 51) Parking area should be paved & kept open for parking purpose only.
- 52) This permission is given on the strength of precode basis.
- 53) Installation of Solar assisted water heating system as per UDCPR Clause No.13.2
- 54) Provision for solid waste management system as per UDCPR Clause No. 13.5 before Occupancy Certificate.
- 55) Provision of Grey water recycle reuse shall be made as per as provision.
- 56) Previously approved building permission vide C.C. No. LND/BP/B1/BP/231/2021, Dt:22/09/2021 is hereby as cancelled.

Executive Engineer  
Town Planning Department  
Nashik Municipal Corporation, Nashik.

No. LND / BP / B1/BP/88/2023  
Nashik, Dt:03/05/2023  
Copy to :- Divisional Officer



नसाम-७

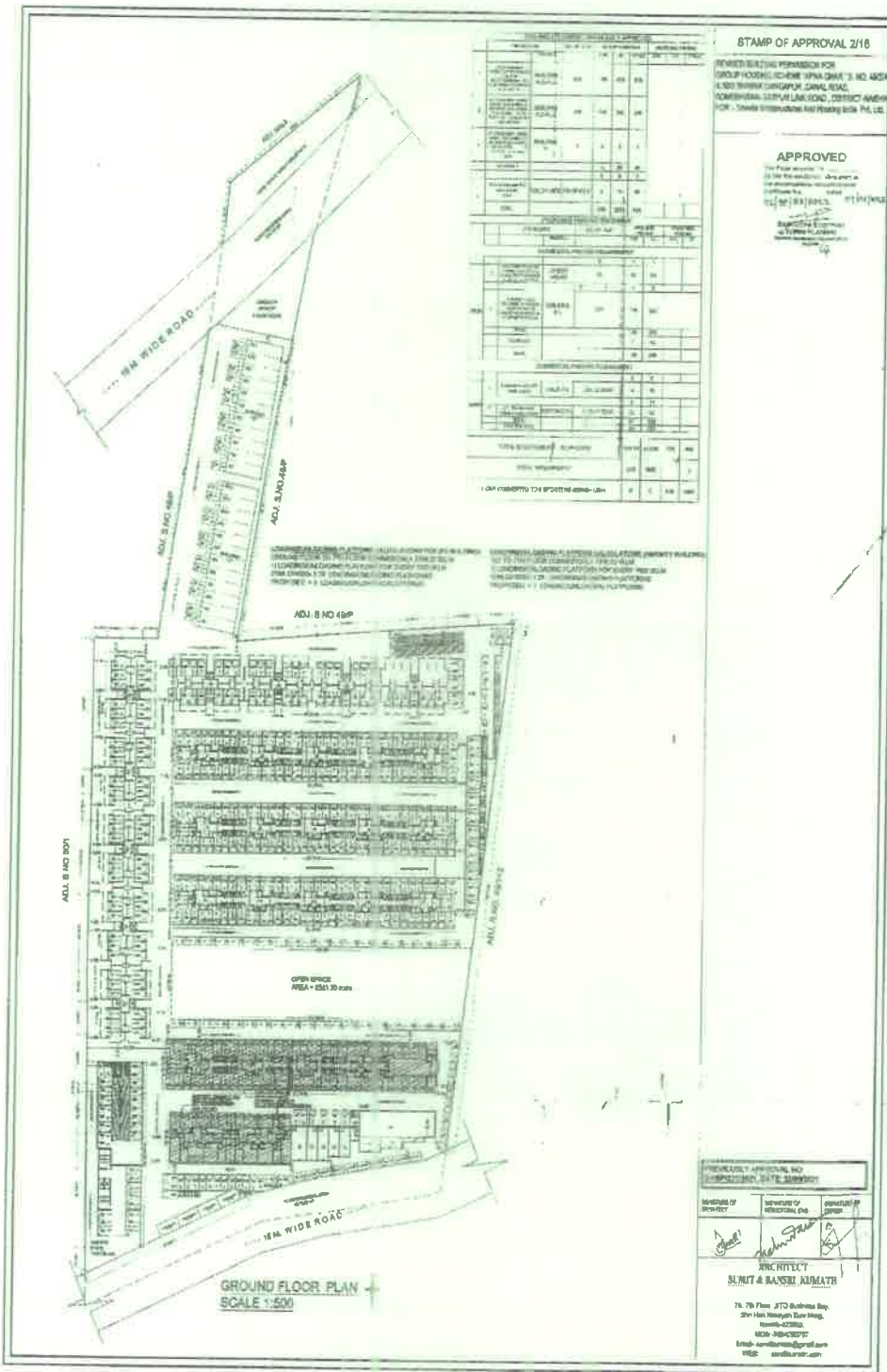
दस्ता क्र. १४४ / २०१५

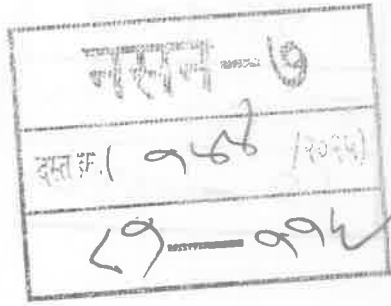
१० - ११५



**ANNEXURE V**

Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as per the IOD (A2 size print which is readable has been given to the allottee/purchase/s which is understood by him/her/they).





**ANNEXURE VI**

Copy of the plans approved by the concerned local/planning authority.  
 (A2 size print which is readable has been given to the allottee/purchaser/s which is understood by him/her/them)

नसम-७  
दस्तावेज क्र. (१४४ / २०२५)  
१२-११२



**BUILDING - F**      **STAMP OF APPROVAL 416**

REGULATIONS GOVERNING THE CONSTRUCTION OF BUILDINGS IN THE MUNICIPALITY OF NASHIK, MAHARASHTRA.  
SECTION 23(1) & 23(2) OF THE URBAN CEASING ACT, 1919.  
FOR: (i) Construction of Building Plans.

**APPROVED**  
By the Joint Sub-Registrar  
Nashik-VIII  
Date: 12/11/2025

FLOOR	AREA	PERMISSIBLE	PERMITTED	REMARKS
GROUND	100.00	2.00	2.00	
1 <sup>ST</sup> FLOOR	48.90	0.50	0.50	
2 <sup>ND</sup> FLOOR	48.90	0.50	0.50	
3 <sup>RD</sup> FLOOR	48.90	0.50	0.50	
4 <sup>TH</sup> FLOOR	48.90	0.50	0.50	
5 <sup>TH</sup> FLOOR	48.90	0.50	0.50	
6 <sup>TH</sup> FLOOR	48.90	0.50	0.50	
7 <sup>TH</sup> FLOOR	48.90	0.50	0.50	
ROOF	5.00	1.00	1.00	
TOTAL AREA	300.00	6.00	6.00	

ALL "A" AREA      - 300.00  
TOTAL PERMITTED      - 6.00  
TOTAL "A" AREA      - 300.00

FLOOR	TYPICAL NO. OF FLOORS	AREA
1 <sup>ST</sup> FLOOR	1	1.00
2 <sup>ND</sup> FLOOR	1	1.00
3 <sup>RD</sup> FLOOR	1	1.00
4 <sup>TH</sup> FLOOR	1	1.00
5 <sup>TH</sup> FLOOR	1	1.00
6 <sup>TH</sup> FLOOR	1	1.00
7 <sup>TH</sup> FLOOR	1	1.00
TOTAL BALCONY AREA		7.00

FLOOR	AREA
1 <sup>ST</sup> FLOOR	1.00
2 <sup>ND</sup> FLOOR	1.00
3 <sup>RD</sup> FLOOR	1.00
4 <sup>TH</sup> FLOOR	1.00
5 <sup>TH</sup> FLOOR	1.00
6 <sup>TH</sup> FLOOR	1.00
7 <sup>TH</sup> FLOOR	1.00
TOTAL STAIRWAY AREA	7.00

**ELEVATION**  
SCALE: 1/50  
DATE: 12/11/2025

**COMPLETED BUILDING (F-BUILDING)**  
OCCUPANCY CERTIFICATE  
NO.: NASHIK/8/107540/2025  
DATE: 12/11/2025

F1 WING      F2 WING

**F-BUILDING TYPICAL 2ND TO 7TH FLOOR**  
SCALE: 1/50

**COMPLETED BUILDING (F-BUILDING)**  
OCCUPANCY CERTIFICATE  
NO.: NASHIK/8/107540/2025  
DATE: 12/11/2025

**F-BUILDING TYPICAL FLOOR (2<sup>ND</sup> TO 7<sup>TH</sup>) AREA DIAGRAM**  
SCALE: 1/50

FLOOR	AREA	PERMITTED	PERMITTED
1 <sup>ST</sup> FLOOR	100.00	2.00	2.00
2 <sup>ND</sup> FLOOR	48.90	0.50	0.50
3 <sup>RD</sup> FLOOR	48.90	0.50	0.50
4 <sup>TH</sup> FLOOR	48.90	0.50	0.50
5 <sup>TH</sup> FLOOR	48.90	0.50	0.50
6 <sup>TH</sup> FLOOR	48.90	0.50	0.50
7 <sup>TH</sup> FLOOR	48.90	0.50	0.50
ROOF	5.00	1.00	1.00
TOTAL	300.00	6.00	6.00

**APPROVED**  
By the Joint Sub-Registrar  
Nashik-VIII  
Date: 12/11/2025

**SEMIT & ARCHITECTS**

7, P. No. 12/12, Sector 4,  
Dr. B. R. Ambedkar Nagar,  
Nashik-422 002,  
Maharashtra  
Dist. Nashik  
Tel: 0253-2511111



नसिन-७  
 दस्तावेज (२५६) (२०२५)  
 ७९९५



SHEET NO. 1 OF 10			SECTION AT A-A						SECTION AT B-B						
NO.	DESCRIPTION	QTY	UNIT	NO.	DESCRIPTION	QTY	UNIT	NO.	DESCRIPTION	QTY	UNIT	NO.	DESCRIPTION	QTY	UNIT
1	...	...	...	1	...	...	...	1	...	...	...	1	...	...	...

SECTION AT C-C			SECTION AT D-D				
NO.	DESCRIPTION	QTY	UNIT	NO.	DESCRIPTION	QTY	UNIT
1	...	...	...	1	...	...	...

**F-BUILDING GROUND FLOOR**

COMPLETED BUILDING (P/S)  
 OCCUPANCY CERTIFICATE  
 NO. 1496/2025 (REG)  
 DATE 30/09/2025

**SECTION AT A-A**

**SCHEDULE OF DOORS/WINDOWS**

NO.	DESCRIPTION	QTY	UNIT
1	...	...	...
2	...	...	...

**APPROVED**

Joint Site-Registrar  
 Mumbai

नसन-७

दस्त क्र. ( १५४ / २०२५ )

१९९५

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**BUILDING-F3** STAMP OF APPROVAL 016

RECEIVED IN THE OFFICE OF THE JOINT SUB-REGISTRAR, NASIK-VII, DISTRICT NASIK, KARNATAKA. DATE: 15/07/2025. REGISTERED NO: 15/07/2025.

**APPROVED**  
By the Registrar, Nasik-VII, District Nasik, Karnataka.

**BUILDING F F3 - WING 1 TO 4TH FLOOR**  
024-025

**BUILDING F F3 - WING 2ND FLOOR**  
026

**BUILDING F F3 - WING 3RD FLOOR**  
027

**BUILDING F F3 - WING 4TH FLOOR**  
028

**BUILDING F F3 - WING GROUND FLOOR**  
029

**BUILDING F F3 - WING 1ST FLOOR AREA DRAWING**  
024

**BUILDING F F3 - WING 2ND FLOOR AREA DRAWING**  
025

**BUILDING F F3 - WING 3RD FLOOR AREA DRAWING**  
026

**BUILDING F F3 - WING 4TH FLOOR AREA DRAWING**  
027

**BUILDING F F3 - WING GROUND FLOOR AREA DRAWING**  
028

**SCHEDULE OF WORK**

NO.	DESCRIPTION	DATE
1	FOUNDATION	15/07/2025
2	GROUND FLOOR	15/07/2025
3	1ST FLOOR	15/07/2025
4	2ND FLOOR	15/07/2025
5	3RD FLOOR	15/07/2025
6	4TH FLOOR	15/07/2025

**REGISTERED**  
SC/01 & M/020/KM/016

23/07/2025  
15/07/2025  
15/07/2025  
15/07/2025  
15/07/2025



नसम 60  
 दस्तावेज ( 258 / 2022 )  
 84 994



**FRONT ELEVATION**  
 SCALE: 1/40  
 BUILDING NO. 402

**SECTION A-A**  
 SCALE: 1/40  
 BUILDING NO. 402

**SECTION B-B**  
 SCALE: 1/40  
 BUILDING NO. 402

**BUILDING - F3**

**STAMP OF APPROVAL 716**

FLOORING (FT. INCH)				
FLOOR	NO.	THICKNESS	BLK.	MAINT.
FLOOR	001	1.5	12	18
FLOOR	002	1.5	12	18
FLOOR	003	1.5	12	18
FLOOR	004	1.5	12	18
FLOOR	005	1.5	12	18
FLOOR	006	1.5	12	18
FLOOR	007	1.5	12	18
FLOOR	008	1.5	12	18
FLOOR	009	1.5	12	18
FLOOR	010	1.5	12	18
FLOOR	011	1.5	12	18
FLOOR	012	1.5	12	18
FLOOR	013	1.5	12	18
FLOOR	014	1.5	12	18
FLOOR	015	1.5	12	18
FLOOR	016	1.5	12	18
FLOOR	017	1.5	12	18
FLOOR	018	1.5	12	18
FLOOR	019	1.5	12	18
FLOOR	020	1.5	12	18
FLOOR	021	1.5	12	18
FLOOR	022	1.5	12	18
FLOOR	023	1.5	12	18
FLOOR	024	1.5	12	18
FLOOR	025	1.5	12	18
FLOOR	026	1.5	12	18
FLOOR	027	1.5	12	18
FLOOR	028	1.5	12	18
FLOOR	029	1.5	12	18
FLOOR	030	1.5	12	18
FLOOR	031	1.5	12	18
FLOOR	032	1.5	12	18
FLOOR	033	1.5	12	18
FLOOR	034	1.5	12	18
FLOOR	035	1.5	12	18
FLOOR	036	1.5	12	18
FLOOR	037	1.5	12	18
FLOOR	038	1.5	12	18
FLOOR	039	1.5	12	18
FLOOR	040	1.5	12	18
FLOOR	041	1.5	12	18
FLOOR	042	1.5	12	18
FLOOR	043	1.5	12	18
FLOOR	044	1.5	12	18
FLOOR	045	1.5	12	18
FLOOR	046	1.5	12	18
FLOOR	047	1.5	12	18
FLOOR	048	1.5	12	18
FLOOR	049	1.5	12	18
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FLOOR	088	1.5	12	18
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FLOOR	093	1.5	12	18
FLOOR	094	1.5	12	18
FLOOR	095	1.5	12	18
FLOOR	096	1.5	12	18
FLOOR	097	1.5	12	18
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FLOOR	099	1.5	12	18
FLOOR	100	1.5	12	18

**APPROVED**

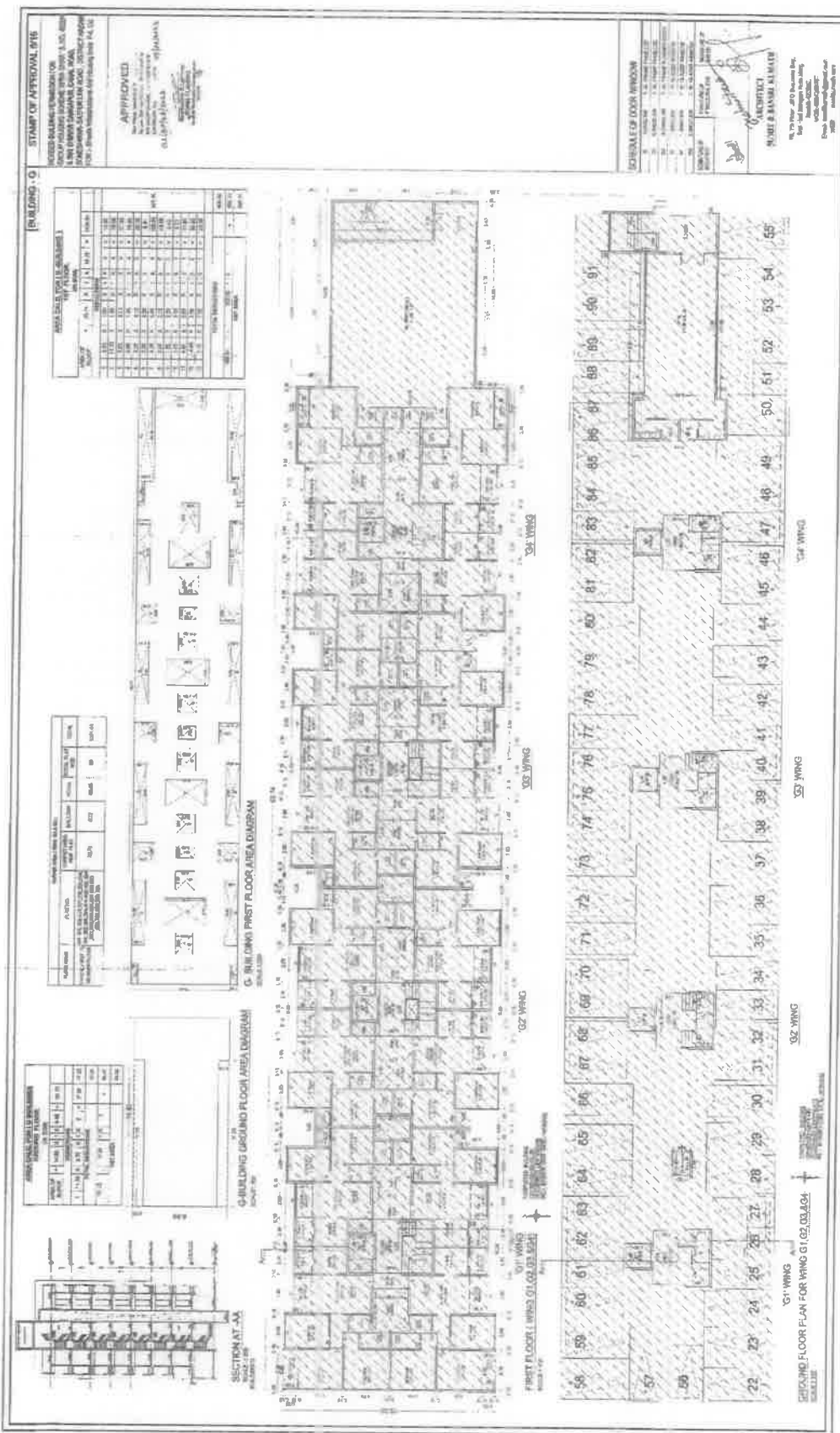
By the Joint Sub-Registrar,  
 Chandigarh, Punjab, India.

Date: 15/05/2022

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

नासिक - ७  
 वस्तु क्र. (१४४ / २०२३)  
 (६ - ११५)



नमन  
 वस्तु क्र ( 262 / 2024 )  
 29/01/2024



**STAMP OF APPROVAL WITH**

APPROVED

29/01/2024

**BUILDING - G**

3RD TO 7TH FLOOR (WING G1, G2, G3, G4)

2ND FLOOR (WING G1, G2, G3, G4)

**ELEVATION**

SCALE: 1:100

DATE: 29/01/2024

**SCHEDULE OF DOOR WINDOW**

NO.	DESCRIPTION	AREA (SQ. FT.)	REMARKS
1	DOOR	100	
2	WINDOW	200	
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
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11	...	...	...
12	...	...	...
13	...	...	...
14	...	...	...
15	...	...	...
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17	...	...	...
18	...	...	...
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23	...	...	...
24	...	...	...
25	...	...	...
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51	...	...	...
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53	...	...	...
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55	...	...	...
56	...	...	...
57	...	...	...
58	...	...	...
59	...	...	...
60	...	...	...
61	...	...	...
62	...	...	...
63	...	...	...
64	...	...	...
65	...	...	...
66	...	...	...
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69	...	...	...
70	...	...	...
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75	...	...	...
76	...	...	...
77	...	...	...
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79	...	...	...
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82	...	...	...
83	...	...	...
84	...	...	...
85	...	...	...
86	...	...	...
87	...	...	...
88	...	...	...
89	...	...	...
90	...	...	...
91	...	...	...
92	...	...	...
93	...	...	...
94	...	...	...
95	...	...	...
96	...	...	...
97	...	...	...
98	...	...	...
99	...	...	...
100	...	...	...

NOTE: PREVIOUSLY APPROVED.

नसिन-७  
 दस्त क्र. ( १४४ / २०२५ )  
 ११५



**STAMP OF APPROVAL 1979**  
 THE ARCHITECTS ACT, 1947  
 THE ARCHITECTS (REGULATION OF PROFESSION) ACT, 1962  
 THE ARCHITECTS (REGULATION OF PROFESSION) (AMENDMENT) ACT, 1979

**APPROVED**  
 THE ARCHITECT  
 THE ARCHITECTS ACT, 1947  
 THE ARCHITECTS (REGULATION OF PROFESSION) ACT, 1962  
 THE ARCHITECTS (REGULATION OF PROFESSION) (AMENDMENT) ACT, 1979

**PERSONAL DETAILS OF THE ARCHITECT**  
 NAME: ...  
 ADDRESS: ...

**DETAILS OF JOB/TASK**  
 NAME OF THE PROJECT: ...  
 ADDRESS: ...  
 DATE OF APPROVAL: ...

**ARCHITECT**  
 NAME: ...  
 ADDRESS: ...

**REGULATORY REQUIREMENTS**

Sl. No.	Particulars	Area (sq. ft.)	Remarks
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...
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12	...	...	...
13	...	...	...
14	...	...	...
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16	...	...	...
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19	...	...	...
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27	...	...	...
28	...	...	...
29	...	...	...
30	...	...	...
31	...	...	...
32	...	...	...
33	...	...	...
34	...	...	...
35	...	...	...
36	...	...	...
37	...	...	...
38	...	...	...
39	...	...	...
40	...	...	...
41	...	...	...
42	...	...	...
43	...	...	...
44	...	...	...
45	...	...	...
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47	...	...	...
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50	...	...	...
51	...	...	...
52	...	...	...
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65	...	...	...
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93	...	...	...
94	...	...	...
95	...	...	...
96	...	...	...
97	...	...	...
98	...	...	...
99	...	...	...
100	...	...	...

**BALCONY AREA CALC. FOR FULL FLOOR (IST TO SEVENTH FLOOR)**

FLOOR	NO. OF BALCONIES	AREA (sq. ft.)
1st	...	...
2nd	...	...
3rd	...	...
4th	...	...
5th	...	...
6th	...	...
7th	...	...
<b>TOTAL</b>		<b>...</b>

**TOTAL BALCONY AREA (IST TO 7TH FLOOR)**

**TYPICAL 1ST TO SEVENTH FLOOR AREA CALCULATION (BUILDING H.U.J.)**

**TYPICAL 1ST TO 7TH FLOOR PLAN (BUILDING H.U.J.)**  
 SCALE: 1/8"

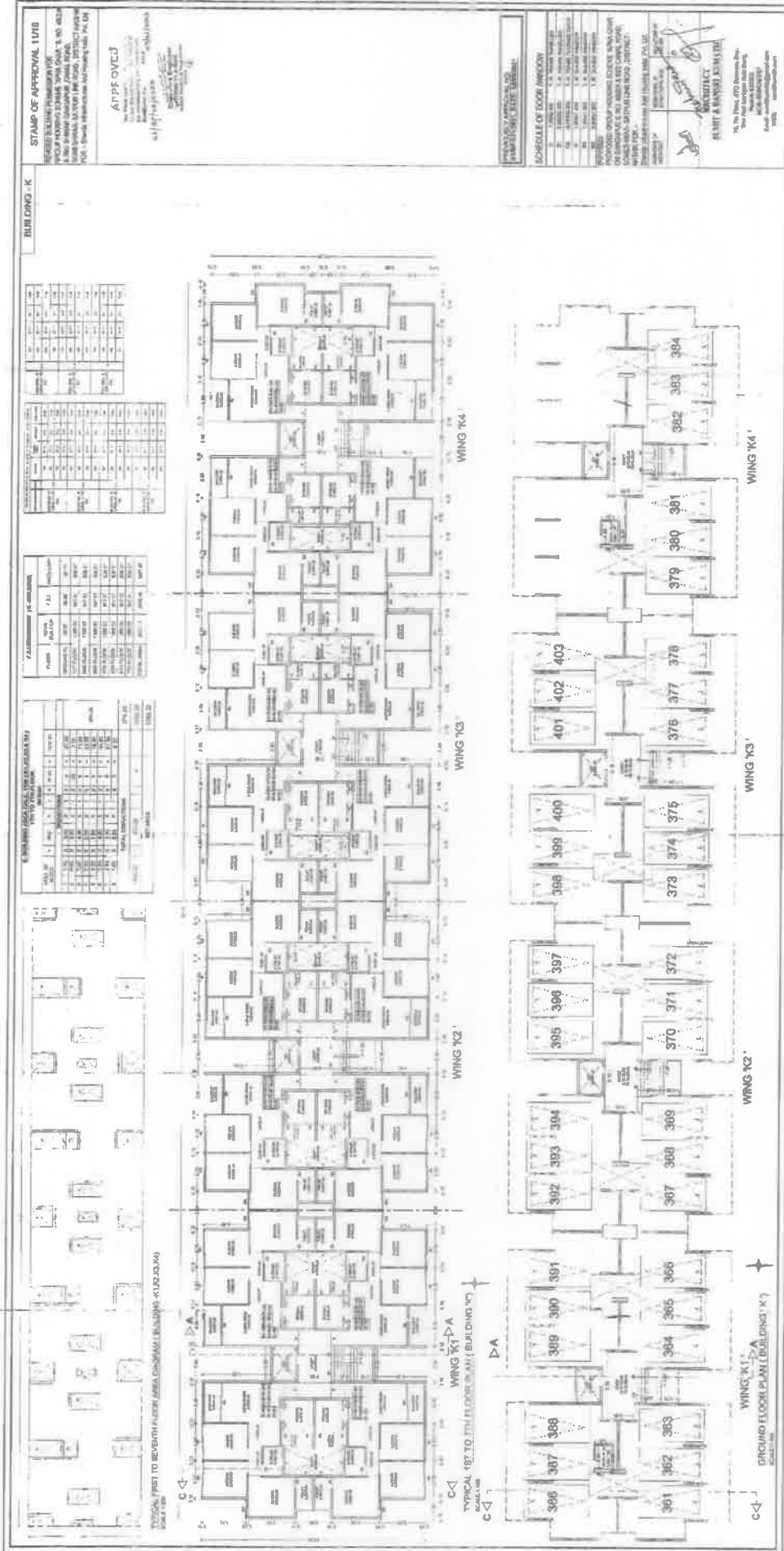
**SEVENARD FLOOR PLAN (BUILDING H.U.J.)**  
 SCALE: 1/8"



नमन-७  
 स.स. (१५६) / १०००  
 CE-११५



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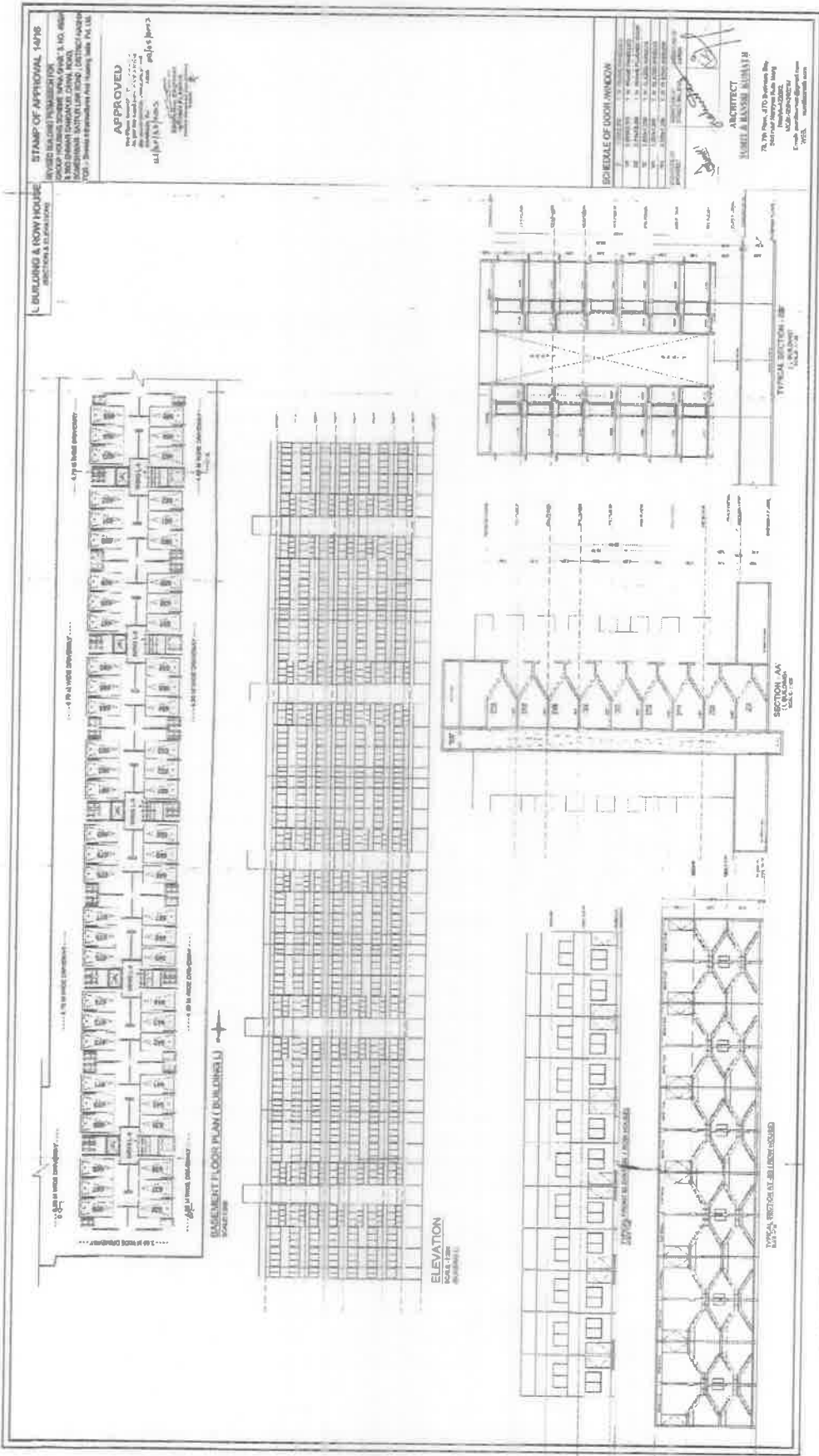




नसिन - 9  
 दस्त क्र. (958) / 2024  
 22-958

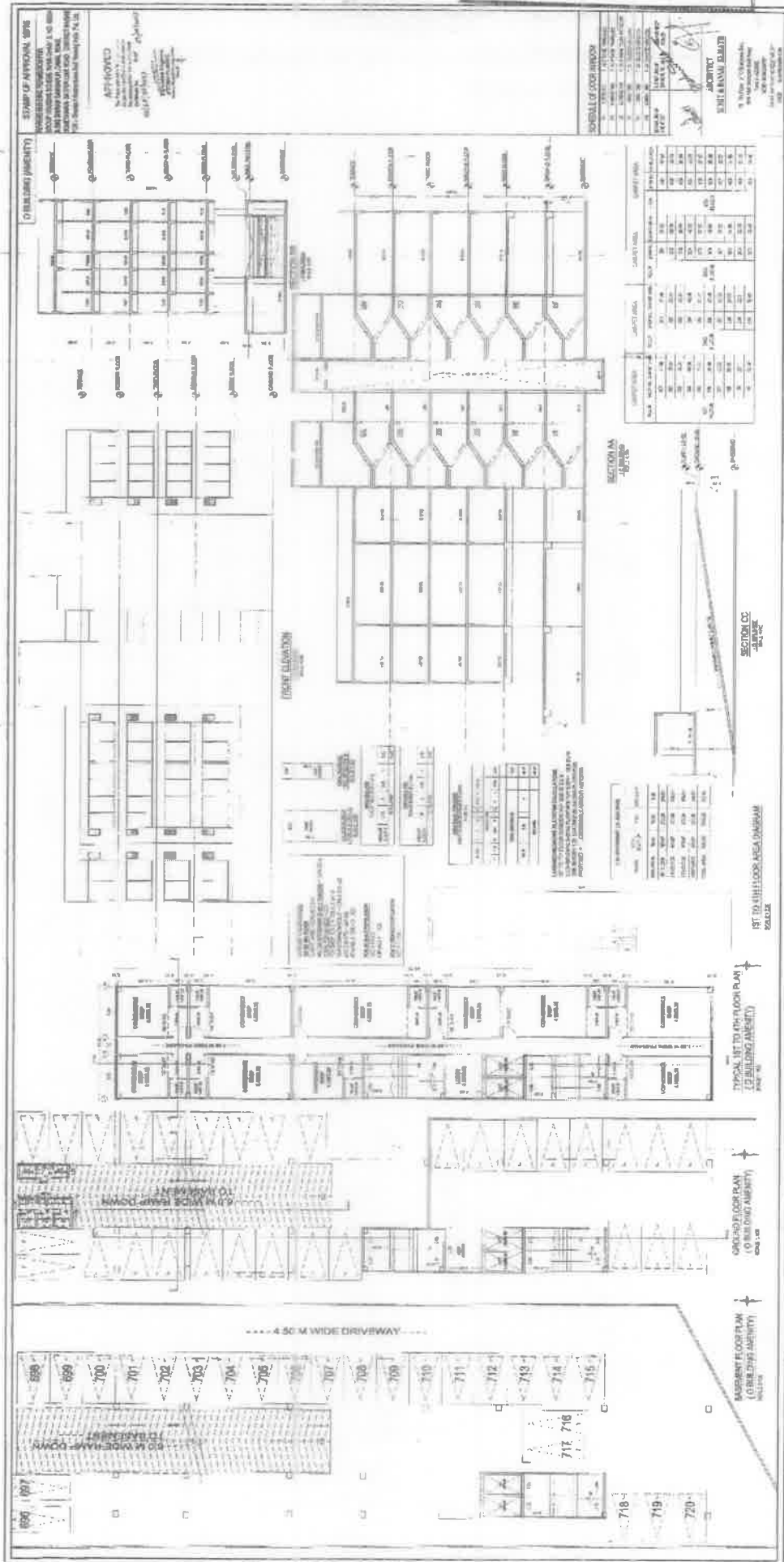


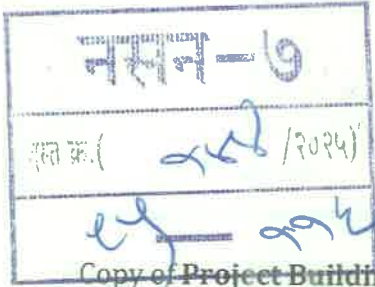
91





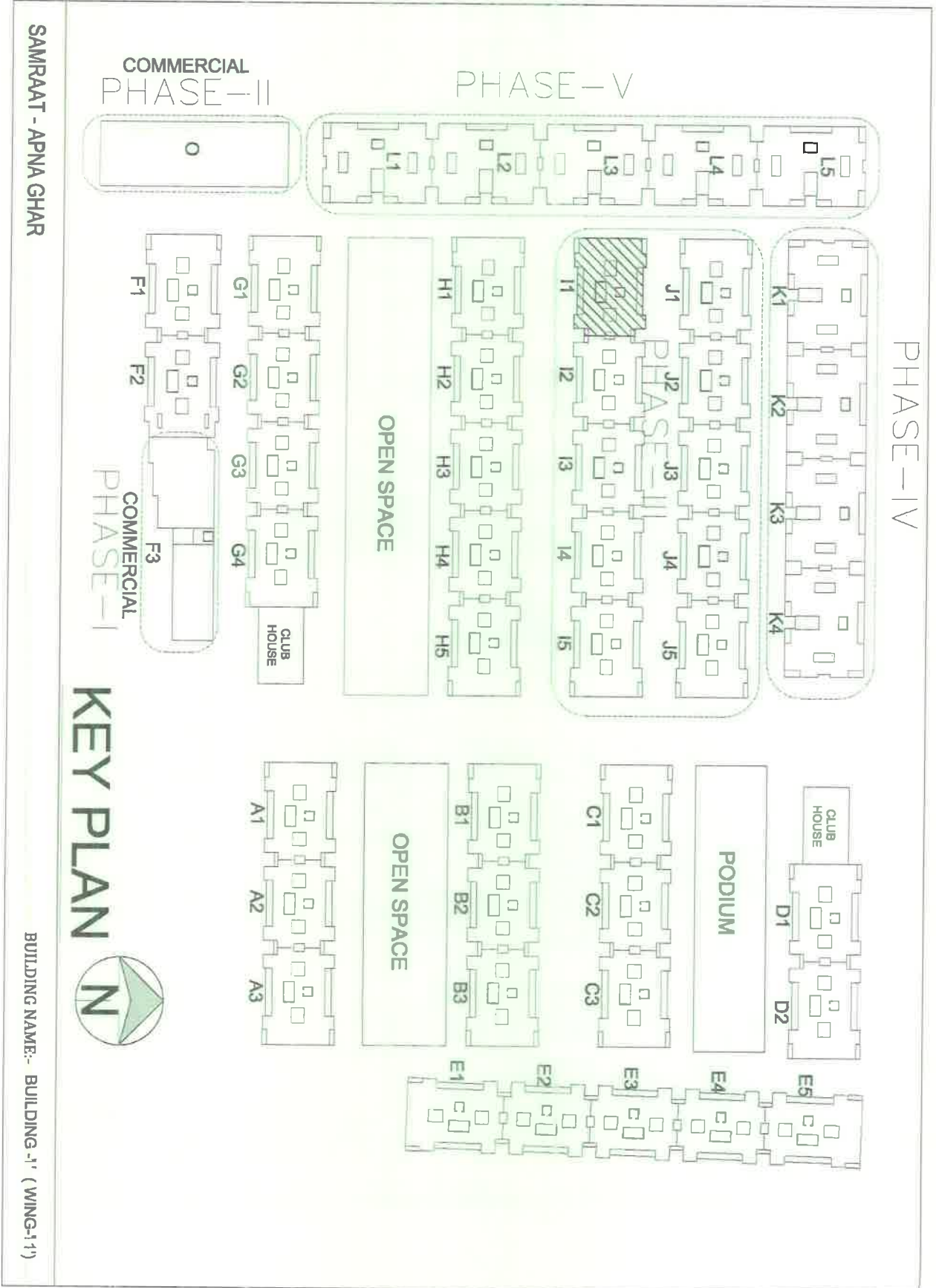
नसम-७  
 क्र. १५४ / २०२५  
 १७ - ११५





ANNEXURE VII

Copy of Project Building plan showing the location of building in which the flat/apartment is location.



SAMRAAT - APNA GHAR

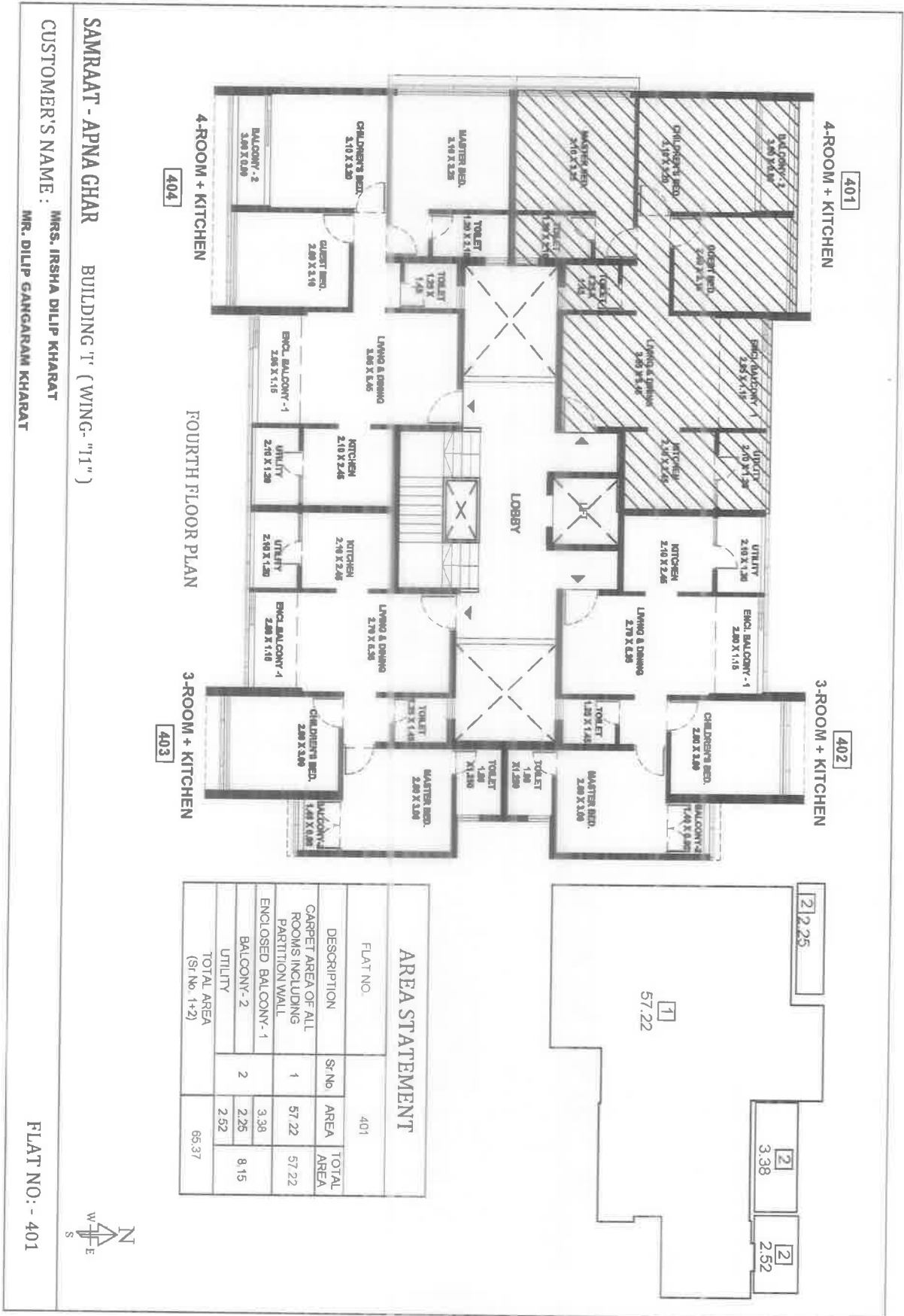
BUILDING NAME:- BUILDING-'I' (WING-11)



प्लान-७  
 दस्त क्र. (788) / 2026  
 ९९ - ९९९

95  
 ANNEXURE VII-A

Copy of Floor Plan of the said apartment as per the booking plan shown and the allottee/purchaser/s has understood and verified the same.



Copy Of Floor Plan

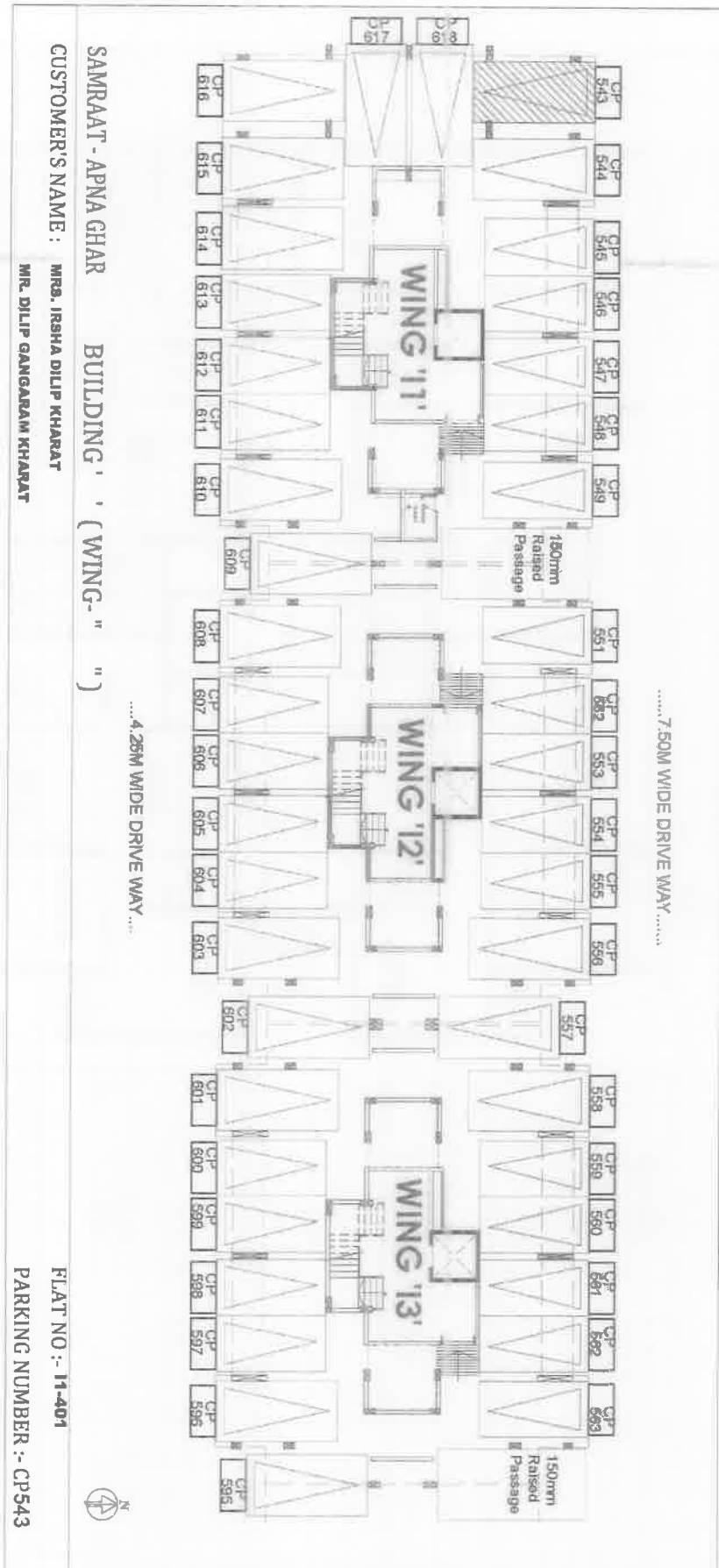
नगर-6  
 क्र. ( १५४ / १०११ )  
 ०९-११२



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**ANNEXURE VIII**

Copy of **Parking Plan** marked with the allotted parking for the said flat/  
apartment.





नमन-७

दस्तावेज क्र. (१५४) / २०२५

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ANNEXURE IX

Copy of the NA Order (Page 1)

बाबले-१) श्री.अनिल रामदास पै, च.नाशिक ता. नि.नाशिक यांचा अर्ज दि.२८/३/२००६  
२) म.जमिनीकरी अधिनियम, (म.न.घ) परवानका नियम, नाशिक: संशोधित-१३ व क्र.एलएनबी/बीपी/अनुसूची-१/सातपूर/१४/३१ दि.३०/५/०६  
३) म.अपर जिल्हाधिकारी या.घ.क्र.२ नाशिक यांचेकडील आदेश क्र.नाशक/क-२/२५/१४/०६ दि.२९/३/२००६

जिल्हाधिकारी कार्यालय, नाशिक  
क्र.मता/कस-३/४/नि.प.प्र.क/१२४/०६  
नाशिक दिनांक.१५/०८ / २००६.

**आ दे श**

महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कसन ४४ प्रमाणे व त्याखालील विषयावचे श्री.अनिल रामदास पै रा.नाशिक ता.नि.नाशिक यांचा मीजे-गंगापूर ता.नि.नाशिक येथील स.नं.५०/२ पैकी प्लॉट क्र.- चे क्षेत्र २२०६४.३१ चौ.मि. (अक्षरी क्षेत्र बावीस हजार चौदावट पूर्णांक एकेकरास चौ.मि. फक्त) या क्षेत्रात निवासी व ११६२.०० चौ.मि. (अक्षरी क्षेत्र एक हजार एकशे बसष्ट चौ.मि. फक्त) या क्षेत्रात बाणिज्य या कारणासाठी अकृषिक प्रयोजनात खालील अटीवर परवानगी देण्यात येत आहे.

- १. महाराष्ट्र जमिन महसूल अधिनियम १९६६ व त्याखालील नियम व महाराष्ट्र जमिन महसूल अधिनियम (सुधारित १९७९ चे) अंविन राहून परवानगी देण्यात येत आहे.
- २. सदरहू परवानगी ही जागरी जमिन कायदा नव्याने अधिनियम १९७६ चा अंविन राहून देण्यात येत आहे.
- ३. परवानगादार यांनी आदेशातील प्लॉटचे व सर्व प्लॉटचे विभाजन न. जिल्हाधिकारी यांचे पूर्ण संमतीसहच करू नये.
- ४. परवानगादार यांनी सदरहू जमिन व त्याखालील बिल्डिंग अथवा बांधकामाचा उपयोग ज्या कारणासाठी अकृषिक परवानगी दिली आहे त्याच कारणासाठी करावा.उत्तरेच सदरहू जमिनीचा किंवा सदरहू जमिनीपैकी कोही भागाचा अथवा टाकरील बिल्डिंगचा अथवा बांधकामाचा उपयोग दुस-या कारणासाठी करावयाचा झाल्यास यात न. जिल्हाधिकारी,नाशिक यांची लेखी पूर्ण संमती घ्यावी. याच कारणासाठी बिल्डिंगचा उपयोग हा संपूर्ण जमिनीचा उपयोग म्हणून झाल्यास येईल.
- ५. परवानगादार यांनी हा आदेश दिलेल्या सारका पाहून एक वर्षाच्या आत जमिनीची सुधारणा,मंजूर लेआऊट अन्वयेत घ्यावचे वरचे. जेणेच इ. घराची बांधणी, ज्यामुळे जिल्हाधिकारी व संबंधित मजूर यंत्रिका यांची संमती राहिल. त्याप्रमाणेच सदरहू लेआऊटमधील प्लॉटची मोजणी व रेखांकन सर्व खात्याकडून करून घ्यावी व जीपरवैत जमिनीची सुधारणा होत नाही तोपर्यंत त्यामधील प्लॉटची बिल्डिंग कोणत्याही तऱ्हेने सुरू नये.
- ६. परवानगादार यांनी सदरहू जमिनीतील प्लॉटची बिल्डिंग कोणत्याही तऱ्हेने सुरू नये परवानगादार यांनी घड्याळदारी राहिल की, सदरहू प्लॉटची विक्री किंवा बिल्डिंग ही आदेशातील संहिता अंविन राहून अथवा संपदेमधील संहिता अंविन राहून करावी.
- ७. सदरहू परवानगी ही देण्याच्या नकाशातले दाखविल्याप्रमाणे अटीयावर बांधकामप्रमाणे किंवा प्लॅनमध्ये दाखविल्याप्रमाणे बांधासयाचे बिल्डिंगप्रमाणे करण्यास देण्यात येत आहे. प्लॅनमध्ये दाखविल्याप्रमाणे मोजकी जागा ठेवावी.
- ८. ही परवानगी सहाय्यक संचालक, नगरपालिका, नाशिक महानगरपालिका यांचेकडील पर. क.एलएनबी/बीपी/अनुसूची-१/सातपूर/१४/३१ दि.३०/५/०६ मधील सर्वसं अंविन राहून देण्यात येत आहे.
- ९. परवानगीदार यांनी संबंधित महाकारणातील/नगरपालिका/सहाय्यक संचालक/ ग्रामपंचायत/नगरपालिका यांचेकडून योग्य ती बांधकामाची परवानगी घेतल्यावरच बांधकामास सुरुवात करावी. सदरहू अट ही परवानगीदार यांचेवर बंधनकारक आहे.
- १०. परवानगीदार यांनी बिल्डिंग प्लॅन हे संबंधित सहाय्यक संचालक-यांचेकडून मंजूर करून घ्यावेत, ज्या ठिकाणी सहाय्यक अधिकारी नाही, अशावेळी परवानगीदार यांनी महाराष्ट्र जमिन महसूल ( जमिनीच्या बांधास वल अकृषिक आकारणी ) नियम १९६२ अनुसूची-३ प्रमाणे प्लॅन तयार करून तो म.जिल्हाधिकारी यांचेकडून मंजूर करून त्याप्रमाणे बांधकाम करावे.
- ११. परवानगादार यांनी राखीव मजूरपग,जिल्हा जमिनीमधील वरवारी किंवा व इमारतीची रंग घ्यावतील व इमारतीची रंग या नियमना २६४ को मधील तरतुदासुद्धे अंतर महाराष्ट्र जमिन महसूल (जमिनीच्या बांधास वल अकृषिक आकारणी) नियम १९६१ अनुसूची-२ प्रमाणे ठेवावी.
- १२. परवानगादार यांनी हा आदेश दिल्याचे तारखेपासून एक वर्षाचे आत मंजुरी दिलेल्या अकृषिक प्रयोजनासाठीच जमिनीचा वापर करावा. अन्यथा अकृषिक परवानगीची मुदत जिल्हाधिकारी यांचेकडून वेळेवेळी संपुष्टात घ्यावी. तसे न केल्यास परवानगी रद्द समजण्यात येईल.
- १३. परवानगादार यांनी अकृषिक प्रयोजनाकरिता जमिनीचा उपयोग सुरू केल्यास अथवा संपुष्टात बंद केल्यास एक महिन्याचे आत संबंधित जिल्हा/महसूल/जिल्हाधिकारी नाशिक यांना कळवावे. अन्यथा, परवानगादार यांचेविरुद्ध महाराष्ट्र जमिन महसूल (जमिनीच्या बांधास वल अकृषिक आकारणी ) नियम १९६६ (६) प्रमाणे कार्यवाही करण्यात येईल.
- १४. अंमिच्यासाठीस खुली जागा विजनीत करून घ्याव्यात त्यासाठी त्यावेळीच अंमिच्यासाठीस घ्याव्यात अतिरिक्त मंजुरी देऊ नये तसेच बाणिज्य बांधास बांधकाम नकारास मंजूर करू नये.
- १५. परवानगादार यांनी जमिनीचा अकृषिक सारा रजिस्ट्री कारणासाठी दर चौ.मि.ला दर रु.१.०२ पैसे व बाणिज्य कारणासाठी दर चौ.मि.ला दर रु.३.०६ पैसे या प्रमाणे ज्या अकृषिक आकारणासाठी परवानगी दिली आहे, त्याच कारणासाठी अणुत्वाचे तारखेपासून करावा. अकृषिक दर ३१ दिनांक ३१/०५/२००६ पर्यंत अंमलात राहिल.व १/८/२००६ पासून सुधारीत अकृषिक दराने वेगळा-वा फारकाची रक्कम भरण्याच्या अटीवर सदरची परवानगी देण्यात येत आहे.
- १६. परवानगादार यांनी अकृषिक सा-बांधे ५ पर. रुपांतरात कर रक्कम रु.१,३०,३९०/- दि. ७/८/२००६ रोजी दाखवावत घेवण्यात येत आहे (यापूर्वी/घटून हप्त्या घेईल आहे.)
- १७. सदरहू आदेशातील नमुद केलेल्या अकृषिक सारा व संपदेमधील अकृषिक सारा ज्या ज्या वेळेस अकृषिक सारा बंदलेल त्याप्रमाणे सारा बंदलेल राहिल.
- १८. परवानगादार यांनी मोजणी की जमिनीचा उपयोग अकृषिक कारणासाठी अंमलात आणतेपासून एक महिन्याचे आत करावी.



नसक-७  
 वस.क्र. ( १६ ) / २०१५ )  
 २२ - ११५



१५. म. तालुका निरीक्षक भूमि अभिलेख, यांनी जमिनीची मोजणी केलेनंतर मोजणीप्रमाणे जमिनीचे क्षेत्रात व अकृषिक सा-यात बदल झाल्यास त्याप्रमाणे क्षेत्र व सारा बदलता राहिल.

१६. परवानादार यांनी जमिनीचा अकृषिक जलसंधारणीत उपयोग सुरु केल्याबाबत तीन वर्षांचे आंत विहित व इतर बांधकाम पूर्ण करावे. बाबत कायदा म. म. जिल्हाधिकारी यांनी सादर केलेल्या आदेशाप्रमाणे परवानादार यांचेकडून दंड व नजराणा रकम भरून घेऊन बाबत देण्यात येईल.

१७. परवानादार यांनी विहित व इ. कायद्याने पूर्ण केल्याशिवाय त्यामध्ये वाढीस बाधक किंवा बाधकामातून बदलणारे परकनीसिद्ध व बाबत बांधकामाचे खर्च जिल्हाधिकारी / सहाय्यक संचालक नगरपालिका / महापालिका / नगर पालिका यांचेकडून मंजूर करून घेतल्याशिवाय करू नये.

१८. परवानादार यांचेकडून महाराष्ट्र जमिन महसूल (जमिनीच्या वास्तव बदल अकृषिक आधारी) निमत १९६९ चे अनुसूची ४ क्विटा ५ मध्ये मसूद केलेल्या कर्ती व नमुन्यामध्ये सनद विनशेती उपयोग सुरु केल्याबाबत एक गा. त्याचे आंत करून देण्याचे संकेतकारक राहिल.

१९. परवानादार यांचेकडून या आदेशात मसूद केलेल्या शर्तीचा अन्वय समीक्षे मसूद केलेल्या शर्तीचा मंग केल्यास महाराष्ट्र जमिन महसूल अधिनियम १९६६ व त्या खालील विन्यायाचे म. जिल्हाधिकारी को दंड व कायदा सनोवतीत त्याप्रमाणे दंड व सारा भरून घेऊन त्यांचे जमिनीचा अकृषिक जलसंधारणीत उपयोग सुरु करून देण्यात येईल.

१९अ. शर्त क्र. १९(क)कधीही कर्ती मसूद केल्या असल्या तरीच्या जिल्हाधिकारी यांना या परवानगीचे विरुद्ध विहित व इतर बांधकामे केली असल्यास किंवा ती बाबत किंवा त्यामध्ये बदल केला असल्यास, ते दरमिळ मुदतीत काढून टाकण्यास सनोविण्याचा संपदेतीत अधिकार राहिल व बाबत मुदतीत परवानादार यांनी कले व केल्यास म. जिल्हाधिकारी हे बाबत बांधकाम काढून टाकतील व ते बांधकाम काढून टाकण्याचा खर्च परवानादार यांचेकडून जमिन महसूलाची बाबतची मसूद वसूल करतील.

२०. बाबत परवानगी ही इतर कायद्यातील तरतुदीस जमिन बाबत व बाबत प्रकल्पी त्या कायद्याच्या लागू असलेल्या तरतुदीस जमिन बाबत म्हणजे मुंबई कड कायदा आणि शेत जमिन अधिनियम १९४८ व महाराष्ट्र जमिनीबाबत अधिनियम व नगरपालिका अधिनियम इ. चे तरतुदीस जमिन बाबत देण्यात येत आहे.

स्वाक्षर जमीन म. जिल्हाधिकारी  
 यांचे स्वाक्षर लेखे.



जिल्हाधिकारी नाशिक करिता  
 17/8/16

प्रति,  
 श्री. अनिल रामदास प  
 रा. नाशिक ना. जि. नाशिक

प्रत:- म. तहसिलदार नाशिक यांचेकडेस कागदपत्र पान नं १ ते २३७ सह नाशिकी व कार्यालयीसाठी अर्पित.

२/- त्यांना विनंती करण्यात येते की, परवानादार यांनी अकृषिक प्रयोजनाकरिता जमिनीचा वापर केल्याबाबत लक्षा ठेवावे. परवानादार यांना अकृषिक प्रयोजनाकरिता जमिनीचा वापर सुरु केल्याबाबत संश्लेषितानंतर तालुका फॉर्म नंबर ७२, मा. न. नं. ७२ अकृषिक प्रयोजन नोंदपत्रांमध्ये विनशेती सा-याबाबत योग्य ती नोंद घ्यावी. परवानादार यांनी अकृषिक प्रयोजनाकरिता बाबतलेल्या ताखेबाबत वसूल करण्याचे मुद्दिने कळजी घ्यावी व योग्य त्या नमुन्यामध्ये सनद करून घ्यावी.

टीप:- परवानादार यांनी ठपानेरीत कर रकम रु. १,३०,३९०/- दि. ७/८/२००६ व मोजणी की रुपये ३०५००/- दिनांक ५/०८/२००६ रोजी चलाने सरकारची खर्चाच्यात भरून घ्यावी व जमिन हजर केली आहेत.

- प्रत-१) म. तालुका निरीक्षक भूमि अभिलेख, नाशिक यांचेकडेस साहिबीसाठी अर्पित
- २) म. सहाय्यक संचालक नगरपालिका म. न. पा. नाशिक, यांचेकडेस साहिबीसाठी अर्पित
- ३) म. नगर नुमान अधिकारी क्र. १, नाशिक.
- ४) कामगार सलाही माले-मंगामूर

जिल्हाधिकारी नाशिक करिता.

नसम-७	
दस्तावेज क्र. ७४४	/२०१५
१००-१५६	



- वाचले- १) शासन राजपत्र ५ जानेवारी, २०१७  
 २) महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४२ व अन्ये  
 ३) महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४५ अन्ये  
 ४) सहाय्यक संचालक, नगररचना विभाग नाशिक महानगरपालिका नाशिक यांचेकडील पत्र जा.नं.नामन/न.र./ज्ञान दाखला/बी-१/४५६ दिनांक १/०२/२०१८  
 ५) अकृषिक रुपांतरीत करचा भरणा केलेबाबतचे दिनांक १२/२/२०१८ चे डिफेस चलन.  
 ६) लता विठ्ठल निपुणे व इतर तीन यांचे तर्फे त्यांचे फुकडमुखात्यार श्री. मिल जॉन सेरेजो, रा. भटवाडी उमेल, वसाई रोड जि.ठाणे यांचा दिनांक ६/०२/२०१८ रोजीचा अर्ज.

जिल्हाधिकारी कार्यालय नाशिक  
 क्र.भशा/कका/३/७-२/एस.आर/१८/२०१८  
 नाशिक दिनांक १३/०३/२०१८

**आदेश**

लता विठ्ठल निपुणे व इतर तीन यांचे तर्फे त्यांचे फुकडमुखात्यार श्री. मिल जॉन सेरेजो, रा. भटवाडी, उमेल, वसाई रोड, जि.ठाणे यांनी दि. ६/०२/२०१८ चे अर्जांमध्ये मोजे गंगापूर ता.जि.नाशिक येथील स.नं. ४८/२अ चे एकूण क्षेत्र ५,१००.०० चौ.मी. यांस रद्दबाबत प्रयोजनार्थ अकृषिक सारा व रुपांतरीत कर भरून घेणेबाबत शासन राजपत्र दिनांक ५ जानेवारी, २०१७ अन्वये किर्ती केली आहे.

अर्जदार यांनी अर्जासोबत सादर केलेल्या कागदपत्रांचे अवलोकन केले असता, अर्जदार यांनी सादर मिळकतीचा अकृषिक सारा रक्कम रु. ५,२०२/- व रुपांतरीत कर र.रु. २६,०१०/- असे एकूण रक्कम रु. ३१,२१२/- इतकी रक्कम दि. १२/०२/२०१८ रोजी ००२९९७३७०१ या लेखाशिर्षाखाली भरणा करून डिफेस चलनाची प्रत सादर केली आहे.

महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४२ व व शासन राजपत्र दिनांक ५ जानेवारी, २०१७ अन्वये मोजे गंगापूर ता.जि.नाशिक येथील स.नं. ४८/२अ चे एकूण क्षेत्र ५,१००.०० चौ.मी. (अक्षरी - पाच हजार शेंबर चौ.मी.) यांस रद्दबाबत प्रयोजनार्थ खालील अटी व शर्तीवर परवानगी देण्यात येत आहे.

- १) अर्जदार यांनी नियोजन प्राधिकरणाच्या नियमानुसार आवश्यक त्या परवानग्या घेणे बंधनकारक राहिल. तसेच सहाय्यक संचालक/कार्याकारी अधिकारी, नगररचना यांनी मंजूर केलेल्या अधिन्यांसातील खुली जागा (Open Space) तसेच रस्ते स्थानिक प्राधिकरणाकडे वर्ग करणे आवश्यक राहिल.
- २) सादर मिळकतीबाबत कोणताही वाद प्रलंबित असल्यास, तसेच मिळकतीबाबत भविष्यात वाद उपस्थित झाल्यास, त्यास अर्जदार सर्वस्व जबाबदार राहिल. त्यास हे कार्यालय जबाबदार राहणार नाही.
- ३) सादर मिळकतीबाबत भविष्यात सादर जमिन घेणेबाबत वार्ड १/ म.अ.शा. न. शा. , मा.अ.क.म., वेबस्थान इत्याद, व इतर कोणत्याही विधीक्षित सत्ता प्रकाराची असल्यास तसेच शासनास अधिभार देव असल्यास सक्षम प्राधिकरणाच्या परवानगी घेणे तसेच त्या वेळीच्या शासनाच्या प्रचलित नियमानुसार शासनास देव होणारा नजाराणा / इतर रकमा भरण्याची जबाबदारी अर्जदार यांची राहिल.
- ४) सादरचा आदेश अर्जदार यांचे घालू ७/१२ व प्रतिज्ञापत्राच्या अधिन राहून दिलेला आहे.
- ५) प्रस्तावित मिळकतीच्या इतर एकदांत कोणतेही वित्तीय घांजे असल्यास त्यास अधिन राहून सादरचे चलन मंजूर केले आहे.

घा. जिल्हाधिकारी, सो. यांचे सुचनेवरून

स्वाक्षरीत/-  
 (रामदास खेडकर)  
 निवासी उपजिल्हाधिकारी  
 जिल्हाधिकारी नाशिक करीता

**प्रति,**

लता विठ्ठल निपुणे व इतर तीन यांचे तर्फे त्यांचे फुकडमुखात्यार श्री. मिल जॉन सेरेजो, रा. भटवाडी, उमेल, वसाई रोड, जि.ठाणे

प्रत -१) सहाय्यक संचालक, नगररचना विभाग नाशिक महानगरपालिका, नाशिक यांना माहितीसाठी.

- २) महसूलदार नाशिक यांस माहितीसाठी रवाना.  
 २/- स्थानिक प्राधिकरणाची मंजूरी मिळाल्यानंतर शासन राजपत्र दिनांक ५ जानेवारी, २०१७ अन्वये ६० दिवसांचे आंत आवश्यक ते कागदपत्र घेवून विहित नमुन्यात अर्जदारास सन्देश करून देण्यात यावी. तशी अधिकार अभिलेखात योग्य त्या नोंदी घेण्यात याव्यात.
- ३) उप अधिकार भूमी अभिलेख, नाशिक यांस माहितीसाठी रवाना.
- ४) सल्लाठी गंगापूर यांना अधिकार अभिलेखात योग्य त्या नोंदी घेण्यात याव्यात.



घा. जिल्हाधिकारी, सो. यांचे सुचनेवरून



(रामदास खेडकर)  
 निवासी उपजिल्हाधिकारी  
 जिल्हाधिकारी नाशिक करीता

नसिन-७

क्र.सं. ( १५३ / २०१५ )

१०९-२१५



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ANNEXURE IX - B

- वाचने:- १) महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४४, ४५ अन्वये  
 २) शासन निर्णय क्र. एनएए/२०१६, प्र.क्र. २०१६/टि-१ दिनांक १ एप्रिल, २०१७  
 ३) या कॅम्पाउन्सचे आदेश क्र.मसा/कका-३/४ वि.शं.प्र.क्र./१२४/२००६ दिनांक १७/०८/२००६  
 ४) सहायक संचालक, नगररचना विभाग यांचेकडून महानगरपालिका, नाशिक नॉर्सिकडोल या  
 क्र.एलएन-३/बीपी/गंगापूर/बीसीआर/०५९/२०१८ दिनांक ४/११/२०१८  
 ५) अर्जदार यांचा दिनांक १७/०५/२०१९ रोजीचा करारनामा/संपघपत्र  
 ६) अकृषिक रूपांतरित कराचा भरणा केलेबाबतचे दिनांक १४/०६/२०१९ रोजीचे डिफेंस चलन,  
 ७) स्वैता इन्फ्रास्ट्रक्चर जेण्ड होसिंग इंडिया प्रा.लि.तर्फे संचालक सुरजोव जयंत गुप्ता रा. सम्राट हाऊस,  
 टांगार नगर, नाशिक पुणे रोड, नाशिक, ता.जि.नाशिक यांचा दिनांक १७/०५/१९ व १४/०६/१९ चा अर्ज.



जिल्हाधिकारी कार्यालय नाशिक  
 क्र.मशा/कका/३/७-२/एस.आर/४६/२०१९  
 नाशिक दिनांक. ३८/०६/२०१९

स्वैता इन्फ्रास्ट्रक्चर जेण्ड होसिंग इंडिया प्रा.लि.तर्फे संचालक सुरजोव जयंत गुप्ता रा. सम्राट हाऊस, टांगार नगर, नाशिक पुणे रोड, नाशिक, ता.जि.नाशिक यांनी दिनांक १७/०५/१९ व १४/०६/१९ चे अर्जांन्वये मोजे गंगापूर ता.जि.नाशिक येथील स.नं. ५०/२ चे एकूण क्षेत्र २४५००.०० चौ.मी. पैकी क्षेत्र २८३.०६ चौ.मी. या क्षेत्रास वाणिज्य प्रयोजनाचे वापराने बदल करण्याबाबत विनंती केली आहे.

अर्जदार यांनी अर्जासोबत सदर केलेल्या वागवपत्राच्या अनुषंगाने या कार्यालयाने नोटीस दिनांक १२/०६/२०१९ अन्वये अर्जदार यांना वाणिज्य प्रयोजनासाठी अकृषिक सतरा व रूपांतरित कर रक्कम भरणा करण्याबाबत कळविले असता, त्यांनी अकृषिक सतरा रक्कम रु.८६६/- व रूपांतरित कर रक्कम रु.४२२०८/- असे एकूण रक्कम रु. ५२९६/- इतकी ००२९१७३७०१ या लेखाशिर्ष्याखाली भरणा करून दिनांक १४/०६/२०१९ रोजीचे डिफेंस चलनाची प्रत सादर केली आहे.

अर्जदार यांचे वरील मिळकतीस उपद्रवातील वाचले प्रमांक-४ अन्वये रहिवासी + वाणिज्य या प्रयोजनासाठी बांधकाम नकारास मंजूर केलेला आहे. तसेच महाराष्ट्र जमिन महसूल अधिनियम, १९६६ चे कलम ४४ व ४५ अन्वये मोजे गंगापूर ता.जि.नाशिक येथील स.नं. ५०/२ चे एकूण क्षेत्र २४५००.०० चौ.मी. पैकी क्षेत्र २८३.०६ चौ.मी. (असरी- दलरी व्यापारी पुर्णक सहा चौ.मी.) यास वाणिज्य प्रयोजनाचे खालील अटी व शर्तीवर परवानगी देण्यात येत आहे.

- १) अर्जदार यांनी नियोजन प्राधिकरणाच्या नियमानुसार आवश्यक त्या परवानग्या घेणे बंधनकारक राहिल. तसेच सहाय्यक संचालक/कार्यकारी अभियंता, नगररचना यांनी मंजूर केलेल्या अभिन्यासातील खुली जागा (Open Space) तसेच इस्ते त्यानिक प्राधिकरणाकडे वर्ग करणे आवश्यक राहिल.
- २) सदर मिळकतीबाबत कोणताही वाद प्रलंबित असल्यास, तसेच मिळकतीबाबत भविष्यात वाद उपस्थित झाल्यास, त्यास अर्जदार सर्व्व जबाबदार राहिल. त्यास हे कार्यालय जबाबदार राहणार नाही. व सदर अकृषिक रूपांतरण आदेश रद्द होणेस पात्र राहिल.
- ३) सदर मिळकतीबाबत भविष्यात सदर जमिन भोगवटदार वर्ग २/ न.अ.श., न.श., ना.ज.क.म., देवस्थान इनाम, व इतर कोणत्याही निर्ब्रित सत्ता प्रकाराची असल्यास तसेच शासनास अधिभार देय असल्यास सक्षम प्राधिकार्याची परवानगी घेणे तसेच त्या वेळीच्या शासनाच्या प्रचलित नियमानुसार शासनास देय होणारा नजराणा / इतर रकमा भरणेची जबाबदारी अर्जदार यांची राहिल.
- ४) सदरचा आदेश अर्जदार यांचा घालु ७/१२ व त्याअनुषंगिक कागदपत्र तसेच करारनामा/संपघपत्राच्या अधिन राहून दिलेला आहे.
- ५) प्रस्तावित मिळकतीच्या इतर हक्कांत कोणतेही वित्तीय बाबी असल्यास त्यास अधिन राहून सदरचे चलन मंजूर केले आहे.

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- ६) सदरचे आदेश हे अर्ज मिळकतीच्या फक्त अकूधिक सारा व रूपांतरित कर आकारणीबाबत लागू आहेत. सदरचे आदेशाने अर्ज मिळकतीमध्ये कोणत्याही प्रकारचा हस्तांतरण अथवा मालकी हक्क ठरविला जात नाही.
- ७) अर्ज मिळकतीच्या मालकी अथवा हस्तांतरण हक्काबाबत कोणत्याही न्यायालयात कोणत्याही प्रकारचे वाद प्रलंबित असल्यास सदर प्रलंबित न्यायालयीन प्रकरणात संबंधित न्यायालय यांचे होणारे सर्व आदेश अर्ज मिळकतीच्या हस्तांतरण व मालकी हक्कावर बंधनकारक राहतील व अर्ज मिळकतीच्या हस्तांतरणासाठी संबंधित न्यायालय यांची परवानगी घेणे अर्जदार यांना बंधनकारक राहिल.
- ८) अकूधिक सारा हा शासनाच्या प्रचलित नियमानुसार भरणे बंधनकारक राहिल. तसेच अकूधिक सारा बाबत फरकाची रक्कम भरावयाची असल्यास ती देखील भरणे अर्जदारास बंधनकारक राहिल.
- ९) या आदेशातील कोणत्याही शर्त अगर अटीचा भंग झाल्यास सदरची परवानगी रद्द होणेस पात्र राहिल.

मा. अपर जिल्हाधिकारी, सो. नाशिक  
यांचे मंत्र टिपणीवरून



(रामदास खेडकर)  
निवासी उपजिल्हाधिकारी  
जिल्हाधिकारी नाशिक करीता

प्रति,

श्वेता इन्द्रासूचर अॅण्ड हॉर्सिंग इंडिया प्रा.लि.तर्फे संचालक सुजॉय जयंत गुप्ता स. खरवड हिल्स, टागोर नगर, नाशिक पुणे रोड, नाशिक, ता. जि. नाशिक

- प्रति- १) कार्यकारी अभियंता, नगररचना नाशिक महानगरपालिका नाशिक यांना माहितीसाठी.  
२) तहसिलदार नाशिक यांस माहितीसाठी रवाना.  
३) तलाठी गंगापूर यांना अधिकृत ऑनलाइनत योग्य त्या नोंदी घेणेसाठी रवाना.

मा. अपर जिल्हाधिकारी, सो. नाशिक  
यांचे मंत्र टिपणीवरून

स्वाक्षरीत-  
(रामदास खेडकर)  
निवासी उपजिल्हाधिकारी  
जिल्हाधिकारी नाशिक करीता

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२०३



ANNEXURE X

Copy of the PAN Card of Shweta Infrastructure & Housing (I) Pvt. Ltd.

*Goodhu*



ANNEXURE X - A

Copy of the PAN Card of Allottee/s / Purchaser/s



*इकी करात*



*Shweta*

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508-974	



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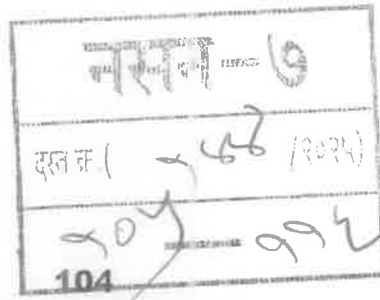
ANNEXURE XI

**Rules and Regulations - HAPPY LIFE AT APNA GHAR PHASE III - Way of Better Living**

**PART I - GENERAL RULES FOR THE FACILITIES**

1. All these facilities that are available for common use in common areas can be used only by the allottee / purchaser/s and his / her/ their family only and only during prescribed time for each of the Areas.
2. The Club House is meant for mini parties and no liquor can be served to the Allottee/Purchaser/s to their guests. There is no kitchen in the Club House and only ready to eat food can be bought from registered vendors/caterers registered by the Apex Body of Association of Apartment of HAPPY LIFE AT APNA GHAR PHASE III. No cooking is allowed. It is mandatory to use registered caterers only as they have been briefed of the do's and don'ts for using the Club House. The music played in the Club House should not be loud so as to cause disturbance to other Allottee/Purchaser/s. The music should be switched off latest by 09.30 p.m. or action will be taken by the Apex Body of Association of Apartment. There will be a charge of Rs. 500/- per hour towards the use of Club House facility to be paid to the Promoter/ Apex body of Association. Approx. 50 guests can be called for any party hosted by the Allottee/Purchaser/s with a pre list of the invited guests to be given at the Security Gate. No vehicles will be permitted to be parked or valet inside the HAPPY LIFE AT APNA GHAR PHASE III premises. The commercial office / shop owners are made aware that they are restricted from using the club house.
3. Allottee/Purchaser/s are informed that the garden is strictly meant for the Flats/ Apartments owners only. The commercial office / shop owners are made aware that they are restricted from using the garden premises. The timings of the above is from 06.00 am to 10.00 pm.
4. There is a specific area marked below each wing/ building for drivers only where drivers have to sit and wait and they should not loiter around the building compound.
5. The children's Play area is strictly meant for the Flat/apartment owners, their family members and their relatives staying in the building or residing with them as a guest for a short stay and no outside guests will be allowed. The timings of the children's Play area will be from 8.00 am to 8.00 pm daily. The commercial office/shop owners are made aware that they are restricted from using any residential premises.
6. Every car will enter the building through the main gate which is the entry gate and it should necessarily have a car recognition sticker to be affixed on the car, else the car entry inside the building will be denied. Only the cars having its recognition sticker will be allowed inside the premises and also the registered cars for parking inside the premises. Unregistered cars without the sticker of the project will not be allowed inside the premises at all.
7. The Allottee/Purchaser are informed that Smoking or loitering around or consumption of any kind of food / drink / alcohol is not allowed in any common





area of the project. If found the apex body can fine Rs. 5000/- for such offence. The commercial office / shop owners are made aware that they are restricted from using any residential premises.

#### **PART-II - RULES AND REGULATIONS FOR GYMNASIUM**

1. The timings during which Gymnasium is kept open only for ladies is from 12.00 noon to 4.00 p.m. The other timings is from 6.00 am to 10.00 pm which is a unisex time which the male and female members, both can use. No coach will be available in the Gym.
2. There is a monthly fee payable by all members for using the Gymnasium which will be **Rs. 250/-** per person per month to be paid bi-yearly before the first day of using the gymnasium, which will be collected and payable in advance to the Promoter / Apex body of Association of Apartment. The commercial office / shop owners are made aware that they are restricted from using the Gymnasium premises.
3. Proper attire should be worn in the Gymnasium.
4. Music played in the Gymnasium will be from the stored songs and music only, and cannot be played loudly.

**The management, the Promoter or the Association of Apartment will not be responsible for any accident, injury or health problem that may occur during the use of any sports or entertainment on any part / area of common areas and amenities of HAPPY LIFE AT APNA GHAR PHASE III.**

**The above-mentioned Rules and Regulations are just a few which will not only ensure a healthy and safe living environment and will also help the allottee/ purchaser/s and all the members to keep the property in good condition. These are just few Rules and Regulations but a detailed approach towards healthy and happy living will be made by the Apex body of the Association of Apartment after getting the same approved in the General Body meeting and explained to all Allottee/Purchaser/s. The Rules and Regulations will also be amended from time to time by the Apex body of the Association of Apartment which may change the timings, the charges payable or the terms and conditions of the usage. These terms and conditions will be binding on all the allottee/ purchaser/s and occupiers of the flat/ apartment and the latest amended "Happy Living Guide" in HAPPY LIFE AT APNA GHAR PHASE III will always form the prevailing guide for the Allottee/Purchaser/s/Occupier of the Apex body of the Association of Apartment. The Rules and Regulations will be again reviewed in the Annual General Meeting and the Bi-Annual General Meetings and the fees and norms will be reviewed, revised as per the suggestions of the residents of HAPPY LIFE AT APNA GHAR PHASE III and will be applicable and payable to the Allottee/purchaser/s and his family and guests.**

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ANNEXURE XII

**Maharashtra Real Estate Regulatory Authority - Registration certificate**



**Maharashtra Real Estate Regulatory Authority**  
**REGISTRATION CERTIFICATE OF PROJECT**  
**FORM 'C'**  
[See rule 6(a)]

- This registration is granted under section 5 of the Act to the following project under project registration number :  
**PR1220002400057**
  - Project **HAPPY LIFE AT APNA GHAR PHASE III**
  - Plot Bearing / CTS / Survey / Final Plot No.: **Survey no. 50/2 + 48/2/A at S. no. 50/2 + 48/2/A ,Nashik,Nashik**
  - Issued to **M/S Shweta Infrastructure & Housing (I) Pvt. Ltd.** having its registered office / principal place of business at **Nashik 422007**
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an assignment for sales 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 scheduled 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 (I) of sub-section (2) of section 4 read with Rule 5  
OR  
That entire of the amounts to be realised hereinafter by me/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 **07/10/2024** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under
  - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under



Digitally Signed By  
VASANT PREMANAND PRABHU  
MAHARASHTRA REAL ESTATE  
REGULATORY AUTHORITY.  
Maharashtra  
India 410061  
07-OCT-2024 04:04:04 PM +0530

Dated: **07/10/2024**  
Place : **Mumbai**

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

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 १०७-११८



ANNEXURE XIII

Copy of part completion certificate



नाशिक महानगरपालिका, नाशिक

इमारत बांधणे करणे दाखला

No. 27540

(पूर्वी/बांधणी)

बांधकाम क्र./परिशिष्ट/२०२४/२०२३  
 दिनांक : ०९/०९/२०२३

सो./संपत्ती वैजेंद्रा इन्फ्रास्ट्रक्चर मॅन्ड होमिंग (इं.) प्रा. लि.  
 प्रकल्पाचे ठिकाण व पत्ता : काठि मळा सोमवडेर मानपुर लिफ्ट बिल्डिंग, शिरीम  
मिडिज पाठीमगे गंगापूर नाशिक

संदर्भ : आपला दिनांक ०४/०९/२०२३ च्या अर्जा क्रमांक बी३/सीसी/३१५

महामान्य,

दाखला देण्यात येतो की, गंगापूर शिबारातील/मिळकत, स.नं. ५०१२ व ४८१२/अ  
 प्लॉट नं. - अ.पू. क्र. गंगापूर मधील इमारतीच्या तावर + पाकेरी + माल मजले  
 मजल्याचे इच्छित बांधकाम प्रकल्पाचे क्र. बी३/सीपी/१९ दिनांक २९/०९/२०२० अन्वये  
 दिल्याप्रमाणे आर्किटेक्ट/इंजि./सुपरवायझर, श्री. सुमित कुमड रजिस्ट्रेशन क्र. बी३/३२३३  
 यांचे निरीक्षणाला पूर्ण झाली असून दिनांकी निष्पत्तीस/रीकार्डिंग/ निवामी + निवेशितार कारणासाठी खालील अटी  
 यातील अधिन दाखल इमारतीचा बांधकाम प्रकल्पसह दाखला देण्यात येत आहे.

- १) एकूण बांधकाम क्षेत्र ४८५८३-६३ चौ.मी. या पैकी निवासी ३७०४-३८ निवासेतर २८३-०५ चौ.मी.
- २) एकूण चढ क्षेत्र ३४०४-८९ चौ.मी. या पैकी निवासी ३७५०-२० निवासेतर २५५-३९ चौ.मी.
- ३) सडक इमारतीचा बांधकाम निवासी/निवेशितार/गैरवाणिज्यिक/ निवामी + निवेशितार कारणाकारिताचे करता येईल.
- ४) सडक इमारतीत म.न.पा. चेही पूर्वेपरवासीत शिबाराच बांधकामान्वये व बांधकामामान्वये कोणताही बदल करता येणार नाही. परस्पर बांधकाम व बांधकामात बदल केल्याचे आढळून आल्यास निवामीतील सततूननुसार कडाक कारवाई करण्यात येईल.
- ५) ब्लॉक प्लॉट / घरपट्टी इन्वेन्स नं. १०६०९२१३
- ६) अग्रिमवून विभागाचा अंतिम दाखला क्रमांक \_\_\_\_\_
- ७) पर्यावरण विभागाचा अनुमोदन दाखला क्रमांक \_\_\_\_\_
- ८) घरपट्टी आकारणी करणेकामी संबंधित विभागात संपर्क साधावा.
- ९) तुपासणी फी रु. १०,०००/- फा. क्र. ४५/१५०८ दिनांक ३०/०९/२०२३  
बीजी इमले सीई

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

कार्यकारी अभियंता  
 नगर नियोजन विभाग,  
 नाशिक महानगरपालिका, नाशिक

नसत-७  
दस्त क्र. १४४ / २०२५  
२० - ११६



Annexure XIII-B  
Copy of Part Completion Certificate



नाशिक महानगरपालिका, नाशिक ARC-1118-15

No. 30550 (पूर्ण/चौगशः) जाचक क्र./नदिध/३०५५०/२०२२  
दिनांक : १६/०९/२०२२

श्री./श्रीमती श्वेता उत्करकर मॅन्ड होसींग इंडिया प्रा.लि.  
प्रकल्पाचे ठिकाण व पत्ता : केनाल रोड सोमेश्वर सातपुत्र लिंक रोड गंगापूर शिवार  
नाशिक

संदर्भ : आपला दिनांक २९/०९/२०२१ चा सर्व क्रमांक ०११/गोमी/४४

महागाव,  
दाखला देण्यात येतो की, गंगापूर शिवाजीपट्टी/मि.स.नं., व.अं. ४८१२३४ व ५०१२-जी  
प्लॉट नं. - अं.मू. क्र. ४८१२३४ व ५०१२-जी यातील इमारतीच्या बांधकामाबाबत २२/०९/२०२१ दिनांक २२/०९/२०२१ च्या दिनांकाच्या आदेशावर/सुमन कुमर, श्री. सुमन कुमर यांच्याकडून २००३/३२३२३ यांचे निरीक्षणाखाली पूर्ण झाली असून निवासी/निवासी कारणावळी कार्यालय मदीं प्रतिसाधन प्राप्त झाल्याने बांधकाम कार्यालयीन देण्यात येत आहे.

१) एकूण बांधकाम क्षेत्र ४६०७०.३९ चौ.मी. या पैकी निवासी ५६४९.६९ निवासेल - चौ.मी.  
२) एकूण बटर्ड क्षेत्र ५६३९.०९ चौ.मी. या पैकी निवासी ५६३९.०९ निवासेल - चौ.मी.

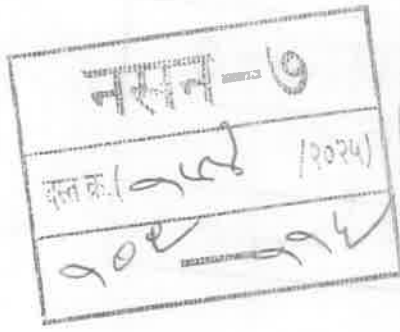
१) सद्य इमारतीचा कायदा निवासी/निवासेल/निवासी/निवासी कारणावळीताने करता येईल,  
२) सद्य इमारतीचा म.न.पा. च्या पूर्व पदावळीत निवासी कारणावळी व बांधकामाबाबत कोणताही बदल करता येणार नाही, परस्पर बांधकाम व बांधकामाबाबत बदल करणाऱ्या बांधकाम नियमावळीत तत्पुर्वीचा कायदा कार्यालयीन देण्यात येईल.

३) ब्लॉक प्लॉट / घरपट्टी इंडेक्स नं. १०६००२१३  
४) अभियंतन विभागाचा अंतिम दाखला क्रमांक \_\_\_\_\_  
५) पर्यावरण विभागाचा वाहकतल दाखला क्रमांक \_\_\_\_\_

६) घरपट्टी आकारणी करणेबाबती संबंधित विभागात संदर्क साधला.

७) तपसवणी फी टाईमल रकम २६८००१-पाक ४३२० दिनांक  
३०/०९/२०२२ रोजी भरले आहे.

कार्यवाही अधिकारी (नगरसचना)  
नाशिक महानगरपालिका, नाशिक



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**Annexure XIII-C**  
**Copy of Part Completion Certificate**



**Nashik Municipal Corporation**  
**APPENDIX 'H'**  
**PART OCCUPANCY CERTIFICATE**

**POC No:** NMCO/7018/2024/0006/AutoDCR  
**CC No:** LND/BP/B1/BP/33/2023

**POC Date:** 29 February, 2024  
**CC Date:** 09 May, 2023

**Reference:** File No. LND/BP/B1/BP/33/2023/OCC & Date: 26 December, 2023  
LND/BP/B1/BP/33/2023

To,  
**SHWETA INFRASTRUCTURE AND HOUSING (I) PVT LTD**  
**NASHIK**

**Sumit Mohanlal Kumath (Lic: CA/2003/32323) Architect**  
78, 7th Floor, JTO Business Bay, Shri Hari Narayan Kute  
Marg, Mumbai Naka, Nashik

**Building Details**

<b>Building Name:</b> PART COMPLETION WING H3 H4 H5	<b>Built up Area:</b> 4196.09 Sq. Mt.
<b>Building Use:</b> Mixed Use	<b>Name of Pwork:</b> PART COMPLETION WING H3 H4 H5
<b>Floor Name:</b> GROUND FLOOR, FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR, FIFTH FLOOR, SIXTH FLOOR, SEVENTH FLOOR	

**Gross Plot Area:** 29144.84 Sq. Mt.

Sir,

The PART development work in Part building No. PART COMPLETION WING H3 H4 H5 (GROUND FLOOR, FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR, FIFTH FLOOR, SIXTH FLOOR, SEVENTH FLOOR) Plot No.: 48/2/A & 50/2, Village: GANGAPUR, Survey No.: 48/2/A & 50/2 completed under the supervision of Sumit Mohanlal Kumath, Architect (License No. CA/2003/32323) may be occupied on the following conditions,

**OFFICE OF THE:** Nashik Municipal Corporation  
**Outward No.:** LND/BP/B1/BP/33/2023/OCC  
**Date:** 29 February, 2024  
**PART OCCUPATION GRANTED**

Yours faithfully,  
**Hon. Municipal Commissioner**



नसम-७
म.स. (१४४ / २०१५)
११०-११५



घोषणापत्र / शपथपत्र

मी / आम्ही खाली सही करणार मा नोंदणी महानिरीक्षक म.रा.पुणे यांचे दि .30 /11 /2013 रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणी साठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही . त्याबाबत याचा आम्ही अभिलेखात शोध घेतलेला आहे . दस्तातील लिहून देणार /कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून घेतलेली आहे /आहोत .

सादर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक /वारस हकदार /कब्जेदार /हितसंबंधित व्यक्ती यांची मालकी (Title)तसेच मिळकतीच्या मालकाने नेमून दिलेल्या कुलमुखत्यारधारक ( P.A.Holder ) लिहून देणार हे ह्यात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपोवतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत .तसेच सादरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर कर्ज,हक्क,बँक,बोजे,विकसन बोजे शासन बोजे व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

सादर दस्तऐवज हा नोंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदी नुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर,निष्पादित व्यक्ती साक्षीदार सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे . दस्तातील सत्यता, वैद्यता, कोर्ट मनाई हुकूम ,कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधराक हे संपूर्णपणे जबाबदार राहतील.

या दस्तातील नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पूरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणा बाबत कोणत्याही सक्षम अधिकारी / मा.न्यायालय /मा.उच्च न्यायालय यांचा मनाई हुकूम नाही.तसेच महाराष्ट्र नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही याची मी /आम्ही खात्री देत आहोत.

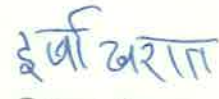
नोंदणी नियम, 1961 चे नियम 44 वेळोवेळी मा.न्यायालयाचे / मा.उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्त ऐवजांमधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैद्यता तपासणे हे नोंदणी अधिकारी यांची जबाबदारी नाही,याची आम्हास पूर्णपणे जाणीव आहे .

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक /बनावटीकरण/संगनमत व त्या अनुषंगाने पोलीस स्टेशन मध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम 1908 चे कलम 82 नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायद्यानुसार मुद्रांक शुल्क किव्हा नोंदणी फी कमी लावली /बुडवली असल्यास अथवा नोंदणी अधिनियम 1908 चे कलम 82 नुसार मी कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्त ऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत याची मला पूर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही.जर भविष्यात सादर प्रकरणी कायद्यानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम 1908 चे कलम 82 व भारतीय दंड संहिता 1860 मधील तरतुदीनुसार 7 वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला / आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र /शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

  
लिहून देणार



  
लिहून घेणार





Receipt (pavti)

539/12755

Monday, December 26, 2022

10:07 AM

नसम-७	
दस्तावेज क्र. (258)	(2024)
१११-११११	



Original/Duplicate

दस्तावेज क्र. :39M

Regn.:39M

गावाचे नाव:

पावती क्र.: 14900 दिनांक: 26/12/2022

दस्तावेजाचा अनुक्रमांक: नसम7-12755-2022

दस्तावेजाचा प्रकार : स्पेशल पाँवर ऑफ वॉटर्नी

सादर करणाऱ्याचे नाव: विशाल दिपक भवर

नोंदणी फी

₹. 100.00

दस्तावेजाच्या फी

₹. 240.00

पृष्ठांची संख्या: 12

एकूण:

₹. 340.00

आपणास मूळ दस्त, भंडवनेस प्रिंट, मुची-२ अंदाजे  
10:23 AM ह्या वेळीस मिळेल.

Joint S.S. Nashik-7C  
सह-दुय्यम निबन्धक वर्ग-२  
नाशिक-७.

वाजार मुल्य: ₹.0/-

मोबदला ₹.1/-

भरलेले मुद्रांक शुल्क : ₹. 500/-

1) देयकाचा प्रकार: DHC रक्कम: ₹.240/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2312202207854 दिनांक: 26/12/2022

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH012633161202223E दिनांक: 26/12/2022

बँकेचे नाव व पत्ता:

*Bhavar*

मुळदस्त परत

नस्रान ७
दस्त क्र. (१५४ / २०२५)
११२ ११५



## घोषणापत्र

मी श्री धनंजय संजय जाधव या द्वारे घोषित करतो की, दुय्यम निबंधक नाशिक-7 याचे कार्यालयात -----अण्णे मेन्ट्र-जॅर-सेल----- या शीर्षकाचा दस्त नोंदणी साठी सादर करण्यात आला आहे. श्री विद्या भूषण शर्मा यांनी दस्त क्र 12755/2022 दिनांक 26/12/2022 रोजी मला दिलेल्या कुलमुखत्यार च्या आधारे मी दस्त नोंदणीस हजर केलेला आहे/निष्पादित करून कबुली जबाब दिला आहे सदर कुलमुखत्यार पत्र लिहून देणार यांनी सदर कुलमुखत्यार पत्र रद्द केलेले नाही किव्हा कुलमुखत्यार पत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किव्हा अन्य कोणत्याही कारणाने कुलमुखत्यार रद्द बादल ठरलेले नाही सदरील कुलमुखत्यार पूर्णता वैध असून उपरोक्त कृती करण्यास निपूर्ण सक्षम आहे, सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 च कलम 82 अन्वये शिक्षेस मी पात्र राहिल याची मला जाणीव आहे.

दिनांक : ०३/०१/२०२५

कुलमुखत्यार पत्र धारकाची सही

श्री धनंजय संजय जाधव

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )

Valuation ID 202501036834

03 January 2025,04:24:00 PM

नसन7

मूल्यांकनाचे वर्ष 2024  
जिल्हा नाशिक  
मूल्य विभाग तालुका : नाशिक  
उप मूल्य विभाग 12.5-रहिवास विभागातील अंतर्गत व गावठाणातील मिळकती.  
क्षेत्राचे नांव Nashik Muncipal Corporation सर्व्हे नंबर /न. भू. क्रमांक : सर्व्हे नंबर#50

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
7100	28930	33260	36160	0	चौ. मीटर

बांधीव क्षेत्राची माहिती	बांधकाम क्षेत्र(Built Up)-	बांधकामाचे वर्गीकरण-	उद्दवाहन सुविधा -	मिळकतीचा वापर-	मिळकतीचे वय -	मजला -	निवासी सदनिका	मिळकतीचा प्रकार-	बांधकामाचा दर-	कार्पेट क्षेत्र-	बांधीव
	71.907चौ. मीटर	1-आर सी सी	आहे	मिळकतीचा वापर-	मिळकतीचे वय -	मजला -	निवासी सदनिका	मिळकतीचा प्रकार-	बांधकामाचा दर-	कार्पेट क्षेत्र-	बांधीव
							0 TO 2वर्षे				Rs.24200/-
							1st To 4th Floor				65.37चौ. मीटर

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ = 100 / 100 Apply to Rate= Rs.28930/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर  
= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) \* घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर  
= (( (28930-7100) \* (100 / 100) )) + 7100 )  
= Rs.28930/-

A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर \* मिळकतीचे क्षेत्र  
= 28930 \* 71.907  
= Rs.2080269.51/-

B) बंदिस्त वाहन तळाचे क्षेत्र 12चौ. मीटर  
बंदिस्त वाहन तळाचे मूल्य = 12 \* (28930 \* 25/100)  
= Rs.86790/-

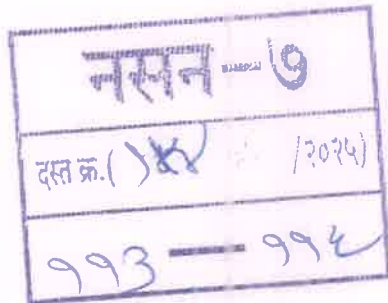
Applicable Rules = 3, 9, 18, 19, 15

एकत्रित अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बात्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोंवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बात्कनी + स्वयंचलित वाहनतळ  
= A + B + C + D + E + F + G + H + I + J  
= 2080269.51 + 0 + 0 + 0 + 0 + 86790 + 0 + 0 + 0 + 0 + 0  
= Rs.2167060/-  
= ₹ एकवीस लाख सत्सुष्ठ हजार साठ /-

Home

Print







**CHALLAN**  
**MTR Form Number-6**



GRN	MH013713696202425E	BARCODE			Date	03/01/2025-12:24:27	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
Office Name	NSK1_HQR SUB REGISTRAR NASHIK 1			PAN No.(If Applicable)	CMAPK4268A			
Location	NASHIK			Full Name	MRS IRSHA DILIP KHARAT			
Year	2024-2025 One Time			Flat/Block No.	FLAT NO. I1-401, AREA 65.37 SQ.MTRS			
Account Head Details		Amount In Rs.		Premises/Building				
0030046401 Stamp Duty		234700.00		Road/Street	S.NO.50/2 CTS NO. 2383/1			
0030063301 Registration Fee		30000.00		Area/Locality	HAPPY LIFE AT APNA GHAR PHASE III			
				Town/City/District	GANGAPUR NASHIK			
				PIN	4	2	2	0 1 3
				Remarks (If Any)	PAN2-AAJCS4306F-SecondPartyName=SHWETA INFRASTRUCTURE AND HOUSING INDIA PVT LTD-CA=3911385-Marketval=2276000			
				Amount In	Two Lakh Sixty Four Thousand Seven Hundred Rupees			
				Words	Only			
Total		2,64,700.00						
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA				Bank CIN	Ref. No.	02300042025010335566	250036355626	
Cheque-DD Details				Bank Date	RBI Date	03/01/2025-12:30:14	Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

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

Mobile No. : 9527340100

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-539-144	0007575303202425	03/01/2025-17:13:11	IGR579	30000.00
2	(IS)-539-144	0007575303202425	03/01/2025-17:13:11	IGR579	234700.00
Total Defacement Amount					2,64,700.00

*Plament*

*इशिका खरत*





539/144

शुक्रवार, 03 जानेवारी 2025 5:13 म.नं.

दस्त गोषवारा भाग-1

नसन7

दस्त क्रमांक: 144/2025

दस्त क्रमांक: नसन7 /144/2025

बाजार मुल्य: रु. 22,76,000/-

मोबदला: रु. 39,11,385/-

भरलेले मुद्रांक शुल्क: रु.2,34,700/-

दु. नि. सह. दु. नि. नसन7 यांचे कार्यालयात

पावती:156

पावती दिनांक: 03/01/2025

अ. क्रं. 144 वर दि.03-01-2025

सादरकरणाराचे नाव: इर्षा दिलीप खरात

रोजी 5:10 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2360.00

पृष्ठांची संख्या: 118

इर्षा खरात

दस्त हजर करणाऱ्याची सही:

एकुण: 32360.00

Joint S.R. Nashik-7

(एस. के. दवंगे)

सह. दुय्यम निबंधक वर्ग-२  
दस्तावेजाधिकार: अॅडमिंट टू सेल

Joint S.R. Nashik-7

(एस. के. दवंगे)

सह. दुय्यम निबंधक वर्ग-२  
नाशिक - ७.

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

शिवका क्रं. 1 03 / 01 / 2025 05 : 10 : 46 PM ची वेळ: (सादरीकरण)

शिवका क्रं. 2 03 / 01 / 2025 05 : 11 : 37 PM ची वेळ: (फी)







दस्त गोषवारा भाग-2

नसन7

११६११६

दस्त क्रमांक:144/2025

03/01/2025 5 17:58 PM

दस्त क्रमांक :नसन7/144/2025

दस्ताचा प्रकार :-अॅग्रीमेंट टू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:श्वेता इन्फास्ट्रक्चर्स अॅण्ड हौसिंग इंडीया प्रा. लि. तर्फे अधिकृत स्वाक्षरीकर्ता विद्या भूषण शर्मा यांच्या तर्फे वि.मु. म्हणून धनंजय सजय जाधव पत्ता:प्लॉट नं: सम्राट हेडक्वार्टर ए -33, लेन नं 7,, माळा नं: सातपूर,एम.आय.डी.सी.रोड,, इमारतीचे नाव: नाईस एरिया,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, णास्:ईक्र. पॅन नंबर:AAJCS4306F	लिहून देणार वय :-39 स्वाक्षरी:- <i>Shankar</i>		
2	नाव:इर्षा दिलीप खरात पत्ता:प्लॉट नं: फ्लॅट नं १४ शुभ मंगल अपार्टमेंट , , माळा नं: धर्माजी कॉलनी ,, इमारतीचे नाव: हनुमान मंदिरा जवळ ,, ब्लॉक नं: शिवाजी नगर , नाशिक , महाराष्ट्र, रोड नं: -, महाराष्ट्र, णास्:ईक्र. पॅन नंबर:CMAPK4268A	लिहून घेणार वय :-40 स्वाक्षरी:- <i>इर्षा खरात</i>		
3	नाव:दिलीप गंगाराम खरात पत्ता:प्लॉट नं: फ्लॅट नं १४ शुभ मंगल अपार्टमेंट ,, माळा नं: धर्माजी कॉलनी ,, इमारतीचे नाव: हनुमान मंदिरा जवळ ,, ब्लॉक नं: शिवाजी नगर , नाशिक , महाराष्ट्र, रोड नं: -, महाराष्ट्र, णास्:ईक्र. पॅन नंबर:ANWPK1115D	लिहून घेणार वय :-43 स्वाक्षरी:- <i>Plumet</i>		

वरील दस्तऐवज करून देणार तथाकथित अॅग्रीमेंट टू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:03 / 01 / 2025 05 : 15 : 14 PM

ओळख:-

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:अॅड गोविंद पोपटराव आहरे - - वय:39 पत्ता:जिल्हा न्यायालय आवार नाशिक पिन कोड:422002	स्वाक्षरी <i>Govind</i>	

शिक्का क्र.4 ची वेळ:03 / 01 / 2025 05 : 16 : 19 PM

प्रमाणित करायला येते की  
या दस्तामते एकूण ११६ पाने आहेत.  
पुस्तक क्रमांक १ क्रमांक  
१६४ वर नोंदला.

Joint S.R. Nashik-7  
(एस. के. दवगे)

सह निबंधक निबंधक वर्ग-२

sr.	नाशिक / Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	दिनांक Used At	Deface Number	Deface Date
1	MRS IRSHA DILIP KHARAT	eChallan	02300042025010335566	MH013713696202425E	234700.00	SD	000757593202425	03/01/2025
2		DHC		0125035206290	360	RF	0125035206290D	03/01/2025
3		DHC		0125038206621	2000	RF	0125038206621D	03/01/2025
4	MRS IRSHA DILIP KHARAT	eChallan		MH013713696202425E	30000	RF	0007575303202425	03/01/2025

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

144 /2025

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2. Get print immediately after registration.

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03/01/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 7

दस्त क्रमांक : 144/2025

नोंदणी :

Regn:63m

## गावाचे नाव : गगापुर

(1) विलेखाचा प्रकार	अॅग्रीमेंट टू सेल
(2) मोबदला	3911385
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2276000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: मौजे गंगापूर शिवारातील स.नं. 50 /2(सी.टी.एस. नं. 2383/1)यांसी क्षेत्र 24500 चौरस मीटर व स.नं. 48/2/ए यांसी क्षेत्र 5100 चौरस मीटर यावरील हैप्पी लाइफ ऐट अपना घर फेज 3 प्रोजेक्ट मधील आई इमारतीमधील आई-1 विंग मधील चौथ्या मजल्यावरील फ्लॉट नं. 40। यांसी कार्पेट क्षेत्र 65.37 चौ.मी. व अलॉटिड पार्किंग सीपी-543 चे क्षेत्र 12.00 चौ.मी. ( ( Survey Number : 50 /2(सी.टी.एस. नं. 2383/1) व स.नं. 48/2/ए ; ) )
(5) क्षेत्रफळ	1) 65.37 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्वेता इन्फास्ट्रक्चर्स अॅण्ड हौसिंग इंडीया प्रा. लि. तर्फे अधिकृत स्वाक्षरीकर्ता विद्या भूषण शर्मा यांच्या तर्फे वि.मु. म्हणुन धनंजय संजय जाधव वय:-39; पत्ता:-प्लॉट नं: सम्राट हेडक्वार्टर ए -33, लेन नं 7,, माळा नं: सातपूर,एम.आय.डी.सी.रोड,, इमारतीचे नाव: नाईस एरिया,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422007 पॅन नं:-AAJCS4306F
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-इर्षा दिनीप खरात वय:-40; पत्ता:-प्लॉट नं: फ्लॉट नं १४ शुभ मंगल अपार्टमेंट , , माळा नं: धर्माजी कॉलनी ,, इमारतीचे नाव: हनुमान मंदिरा जवळ ,, ब्लॉक नं: शिवाजी नगर , नाशिक , महाराष्ट्र, रोड नं: -, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422012 पॅन नं:-CMAPK4268A 2): नाव:-दिलीप गंगाराम खरात वय:-43; पत्ता:-प्लॉट नं: फ्लॉट नं १४ शुभ मंगल अपार्टमेंट ,, माळा नं: धर्माजी कॉलनी ,, इमारतीचे नाव: हनुमान मंदिरा जवळ ,, ब्लॉक नं: शिवाजी नगर , नाशिक , महाराष्ट्र, रोड नं: -, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422012 पॅन नं:-ANWPK1115D
(9) दस्तऐवज करून दिल्याचा दिनांक	03/01/2025
(10)दस्त नोंदणी केल्याचा दिनांक	03/01/2025
(11)अनुक्रमांक,खंड व पृष्ठ	144/2025
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	234700
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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



सूची क्र. II  
नोंदणी नंतरची प्रथम प्रत  
अस्सल बरहुकुम नवकल  
सह दुय्यम निबंधक वर्ग-२  
नाशिक-७.



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