S. M. Shelar B.Sc.,LL.B., Advocate Ravindra L.Gunjal B.Com.,LL.B.,DLL.& LW Advocate UFFICE: 8, Damodar Chambers, Near C.B.S. Kanherewadi, Nashik. Mob.9422259244.

6:20:6:23



पावती

Original/Duplicate

नोंदणी क्रं. :39म

दणा क्र. .39म Regn.:39M

Monday, February 24 ,2025

3:13 PM

पावती क्रं.: 3235

दिनांक: 24/02/2025

गावाचे नाव: आडगांव

दस्तऐवजाचा अनुक्रमांक: नसन5-2554-2025

दस्तऐवजाचा प्रकार : विक्री करारनामा सादर करणाऱ्याचे नाव: शरद बळीराम पाटील

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 48 रु. 30000.00

रु. 960.00

पा सख्या. 40

एकूण:

रु. 30960.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:33 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.3601750.32 /-

मोबदला रु.3602000/-

भरलेले मुद्रांक शुल्क : रु. 216200/-

Joint Sub Registrar Nashik 5

सह. हुटवर्ग निर्वधक वर्ग-२

नाशिक-५.

1) देयकाचा प्रकार: DHC रक्कम: रु.960/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225244713319 दिनांक: 24/02/2025

बँकेचे नाव व पत्ताः

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016561665202425E दिनांक: 24/02/2025

बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत केना





24/02/2025

सुची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 5

दस्त क्रमांक: 2554/2025

नोदंणी: Regn:63m

गावाचे नाव: आडगांव

(1)विलेखाचा प्रकार

विक्री करारनामा

(2)मोबदला

3602000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार

3601750.32

ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: मौजे आडगाव -1 येथील गट नं. 335/1/प्लॉट नं./37/ 38/39/40 यांसी एकूण क्षेत्र 2052.49 चौ. मी. पैकी नाशिक महानगर पालिकेचे रस्ता रुंदीकरण क्षेत्र वजाजाता उर्वरित प्लॉट क्षेत्र 1964.72 चौ. मी. या मिळकती वरील हायलैंड स्काय या नावाचे इमारतीमधील पाचव्या मजल्या वरील फ्लॅट नंबर 502यांसी चटई क्षेत्र 76.03 चौ. मी. + बाल्कनी क्षेत्र 9.58 चौ.मी हि मिळकत.( ( GAT NUMBER : 335/1 ; Plot Number : 37/38/39/40 ; ) )

(5) क्षेत्रफळ

(असल्यास)

1) 76.03 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-आर-आर्यन डेव्हलपर्स तर्फे प्रोप्रा अली जनामुद्दीन सिद्दीकी वय:-33; पत्ता:-प्लॉट नं: 4, माळा नं: ., इमारतीचे नाव: नीलम गार्डन , ब्लॉक नं: द्वारका नाशिक , रोड नं: टाकळी रोड, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422011 पॅन नं:-CMDPS0201A

2): नाव:-प्रविण तुलसीदास सोमैय्या यांचे तर्फे ज. मु. धारक म्हणुन आर-आर्यन डेव्हलपर्स तर्फे प्रोप्रा अली जनामुद्दीन सिद्दीकी वय:-33; पत्ता:-प्लॉट नं: 4, माळा नं: ., इमारतीचे नाव: नीलम गार्डन , ब्लॉक नं: द्वारका नाशिक , रोड नं: टाकळी रोड, महाराष्ट्र, NASHIK. पिन कोड:-422011 पॅन नं:-CMDPS0201A

1): नाव:-शरद बळीराम पाटील वय:-44; पत्ता:-प्लॉट नं: 45, माळा नं: 0, इमारतीचे नाव: भाग्यलक्ष्मी

कॉलनी, ब्लॉक नं: पाचोरा जि जळगाव , रोड नं: भडगाव रोड, महाराष्ट्र, जलगाव. पिन कोड:-424201 पॅन

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व र्किंवा दिवाणी न्यायालयाचा हुकुमनामा र्किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

नं:-AKAPP1943K 24/02/2025

(9) दस्तऐवज करुन दिल्याचा दिनांक (10)दस्त नोंदणी केल्याचा दिनांक

24/02/2025

(11)अनुक्रमांक,खंड व पृष्ठ

(14)शेरा

2554/2025

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

216200

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

नॉवणी मंबरची प्रथम

सह. दुय्यम् निवधक पर्ग-२ नाशिक-५.

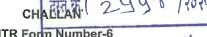
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

annexed to it. (i) within the limits of any Municipal Corporate



# नसन-५







21/02/2025-14:49:17 Date Form ID 25.2 MH016561665202425E GRN **Payer Details** Inspector General Of Registration Department Stamp Duty and Registration Fee together TAX ID / TAN (If Any) **Type of Payment** AKAPP1943K PAN No.(If Applicable) Sharad Baliram Patil NSK5\_NASHIK 5 JOINT SUB REGISTRAR Fuli Name Office Name NASHIK Location Flat/Block No. Gat No.335/1plot/37/38/39/40 2024-2025 One Time Year Premises/Building Amount In Rs. **Account Head Details** Flat No.502 Carpet area 76.03 Sq.mtr. Balcony 216200.00 Road/Street 0030046401 Stamp Duty area9.58 Sq.mtr. Area/Locality Adgaon-1 30000.00 0030063301 Registration Fee Town/City/District 4 2 2 0 3 PIN Remarks (If Any) PAN2=CMDPS0201A~SecondPartyName=R - Aryan Developers through Prop Ali Janamuddin Siddiqui~CA=3602000~Marketval=3601751 Two Lakh Forty Six Thousand Two Hundred Rupees Onl Amount In 2,46,200.00 Words Total FOR USE IN RECEIVING BANK BANK OF MAHARASHTRA **Payment Details** 02300042025022133330 250529220397 Ref. No. Bank CIN Cheque-DD Details 21/02/2025-14:50:30 Not Verified with RBI Bank Date **RBI** Date Cheque/DD No. BANK OF MAHARASHTRA Bank-Branch Name of Bank Not Verified with Scroll Scroll No., Date Name of Branch

# Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0225

225244713319

Date

24/02/2025

Received from self, Mobile number 9422259244, an amount of Rs.960/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 5 of the District Nashik.

Payment	Details
. ajiiioiii	

 Bank Name
 MAHB
 Date
 24/02/2025

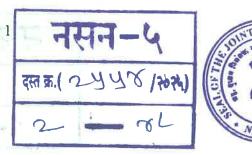
 Bank CIN
 10004152025022412584
 REF No.
 016305331

Mobile No. : 8080800555 red document. दस्तांसाठी सदर चलन लाग



Print Date 21-02-2025 02:52:07





R.R.Zone No.:2.3

flat Rate: 36,800/-per Sq.mtr.(5 th floor 5% Add) 38,640/- per Sq.mtr.

Carpet area of flat: 76.03 Sq.mtr. + Balcony area 9.58 sq.mtr

Government Valuation Rs: 36,01,751/-

Consideration: Rs. 36,02,000/-

Stamp of Rs.:2,16,200/-

Registration fee Rs.30,000/-

#### AGREEMENT FOR SALE

The Agreement for Sale made and executed at Nashik on the 24 th day of February in the year Two Thousand and Twenty Five (2025).

#### BY AND BETWEEN

# R-ARYAN DEVELOPERS through ProprietorMR.

#### ALI JANAMUDDIN SIDDIQUI

Age: 33 years ,Occupation- Business

R/o.Bunglow No. 4, Gulshan Villa Neelam Garden, Takli Road, Dwarka,

Nashik -422011

**PAN**: CMDPS 0201A.**UID** 2644 5274 5415

**Mobile No.8080800555** 

Email-r.aryandevelopers7@gmail.com

Hereinafter referred to as "the **Promoter/Developer/Vendor"** {which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, successors-in-interest, executors administrators, representatives, permitted assigns etc. and all the persons claiming through him} of the **First Part**.

# AND

### MR. PRAVIN TULSIDAS SOMAIYA

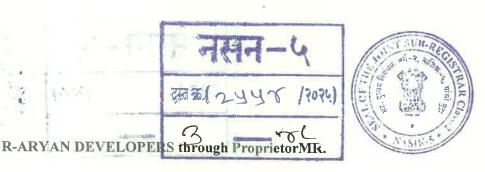
Age: 60 years, Occupation – Business

R/o. Res. 21, Divyaprem, Sahdev Nagar, Gangapur Road, Nashik 422013.

PAN: ACAPS 3269 D, UID: 7371 4541 5820

Email- pravinsomaiya678@gmail.com Mobile No.9831150369

Through General Power of Attorney holder



## ALI JANAMUDDIN SIDDIQUI

Age: 33 years, Occupation- Business

R/o.Bunglow No. 4, Gulshan Villa Neelam Garden, Takli Road, Dwarka,

Nashik -422011

**PAN**: CMDPS 0201A.**UID** 2644 5274 5415

Mobile No.8080800555

Email-r.aryandevelopers7@gmail.com

Hereinafter referred to as the "LAND OWNER" {which expression shall unless it be repugnant to the context or meaning thereof mean and include all the members, their heirs, successors-in-interest, executors, administrators, representatives, permitted assigns etc. and all the persons claiming through them,} of the Second PART/Confirming party;

#### AND

## MR. SHARAD BALIRAM PATIL

Age-44 years, Occupation- Service

PAN: AKAPP1943K, UID No.7847 0926 9186

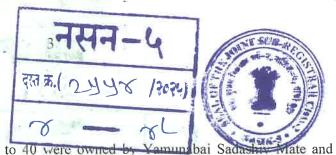
having address: Plot No.45, Bhagya Laxmi Colony.

Bhadgaon Road, Pachora, Taluka Pachora,

District Jalgaon-424201.

Hereinafter referred to as " the Allottec/Purchasers" {which expression shall unless it be repugnant to the context or meaning thereof mean and include her legal heirs, successors-in-interest, executors administrators, representatives, permitted assigns etc. and all the persons claiming through him} of the Other Part.

1. WHEREAS The Second Party/confirming party are the absolute owner and absolutely seized and possessed and otherwise well and sufficiently entitled to a non-agricultural piece of land bearing Gat.No.335/1/plot/37/38/39/40 totally admeasuring area 2052.49 sq.mtrs out of the same 87.77 Sq.mtrs.part acquired towards road widening by the Nashik Municipal Corporation remaining part adm. 1964.72 sq.mtrs. of village Adgaon-1, Nashik, within the limits of Nashik Municipal Corporation, Nashik and which is more particularly described in SCHEDULE- I written hereunder and hereinafter referred to as "THE SAID PROPERTY".



2. The said property Plot No.37 to 40 were owned by Yamun bai Sadashiv Mate and others. Sau. Devyani Pravin Somaiya and Kalpesh Rajendra Jain purchased the said Plot No.37 to 40 from Yamunaba Sadashiv Mate and others through their developer and attorney Shri. Pravin Tulsidas Somaiya vide a Sale Deed dated 25/11/2014. The said sale deed has been registered in the office of Joint Sub Registrar Class II, Nashik-6, at sr.no.3612. As per the said Sale Deed Sau. Devyani Pravin Somaiya owned 75% share in the said plot no.37 to 40 and remaining 25% share was owned by Shri. Kalpesh Rajendra Jain.

And then Sau. Devyani Pravin Somaiya gifted her 75% share out of said plot no.37 to 40 to the present owner with the consent of Shri. Kalpesh Rajendra Jain by a Gift Deed dated 15/09/2017. The said Gift Deed has been registered in the office of Joint Sub Registrar Class II, Sr.no.5058 dated 16/09/2017 and accordingly the name of the present owner has been mutated into the record of rights of the said property as the owner of the said property.

And the land owner has purchased the remaining 25% share of Shri. Kalpesh Rajendra Jain by registered Sale Deed, which is registered in the office of Joint Sub Registrar Class II, Nashik-5 at Sr.No.5472/2022 dated 06/05/2022 and accordingly the name of the present land owner has been mutated into the record of rights of the said property. And accordingly, the land owner is well and sufficiently entitled and absolutely own the property, which is more particularly described in the Schedule I.

- 3. The said property is included in the residential Zone of Nashik Municipal Corporation and the final layout of the said property is approved by the Assistant Director, Town Planning Department, Nashik Municipal Corporation Nashik vide letter no. T.P.D/ Final / C1/37, Panchvati, Nashik dated 04/08/2009 And the said property is duly converted for non-agricultural use under Section 44 of the Maharashtra Land Revenue Act 1966 vide order no. LNA/S.R/415/1997 of the Collector of Nashik dated 21/11/1997.
- 4. The Owner/Second party is desirous of developing the said property and construct a multi-storied building on it for commercial and residential use. And accordingly, as per the provisions of the Town Planning Act and in accordance with the prevailing rules of the Town Planning Department, Nashik Municipal Corporation Nashik. The owner has been decided to give said plot for the development to the developer by accepting the consideration of fixed cash amount and constructed area's out of the construction of the building on the said plot.

part plet owner has made, executed & registered Deve

AND WHEREAS the Second part ples owner has made, executed & registered Development Agreement & G.P.A. in favor of First part/promoters on 24/0"/2023, which are registered at the Office of Sub-Registrar, Nashik-7 at Sr.No.8410/2023 & 8412/2023 respectively.

**AND WHEREAS** the promoter's are having the absolute and exclusive right of N.A. land bearing **Gat No.335/1/plot no./37/38/39/40** having area 2052.49 sq.mtr out of which area **1964.72** sq.mtr. which is more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

AND WHEREAS the Promoter is in possession of the said project N.A. land bearing Gat No.335/1/plot no./37/38/39/40 having area 2052.49 sq.mtr. out of which area 1964.72 sq.mtr. for construction of building thereon.

**AND WHEREAS** the Promoter have decided to develop and construct the residential and commercial building's to be known in the name & style as **HIGHLAND SKY**, on the said property (hereinafter referred to as "THE SAID BUILDING").

AND WHEREAS the Promoter have completed all the legal formalities with respect to the right, title and interest in respect of the said project land property on which the said building is to be constructed by the Promoter is in possession of the said Property.

AND WHEREAS the Promoter have entered into a standard agreement with its Consulting Engineer MR. KAPIL THAKKAR who is registered with the Nashik Municipal Corporation and the Promoter have appointed MR. B.V. BHAVSAR as a structural engineer for the preparation of structural design and drawing of the said building. The Promoter accepts the professional supervision of the Architect/Consulting Engineer and the structural Engineer till the completion of the said building.

**AND WHEREAS** the Promoter have also purchased T.D.R. area 2375 sq. mtr. out of DRC No.1067 and 1059 by registered sale deed for using the same for construction of building on the said property.

AND WHEREAS the Promoter through their Architect/Consulting Engineer have prepared building plan of the proposed building's to be constructed on the said property by using the said T.D.R., Premium FSI & Ancillary Premium and got it approved from the Nashik Municipal Corporation, Nashik vide sanction of Building Permit & Commencement Certificate vide Letter No. LND/BP/C2/59/2023 dated 19/04/2023 issued by Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik. Which is annexed hereto.

AND WHEREAS the Promoter have proposed to construct building's on the said project land in accordance with the above sanctioned building plan by name and style HIGHLAND SKY having basement floor parking & Ground floor shops and parking and 1 st floor offices and 2 nd



to 15 th floor residential flats building's of the project rank in accordance

and specifications as approved by the concerned local authority from time to time.

**AND WHEREAS** the Promoter have registered the said Project under the provisions of the Real Estate (Registration and Development) Act, 2016 with the Real Estate Regulatory Authority under the Registration No. **P51600052632** on **15/09/2023**.

AND WHEREAS the Promoter have taken commercial N.A. permission for area 1001.00 Sq.Mtr.(as per approved Plan) out of total land area 1964.72 Sq. Mtr. of said property for commercial use from the Collector of Nashik.

**AND WHEREAS** the plans and specification have been displayed for the inspection of the Purchasers at the site and also in the office of the Promoter.

AND WHEREAS the Allottee/Purchasers are offered residential flat Apartment bearing Flat No.502 on Fifth floor having Carpet area 76.03 Sq.mtr + exclusive right to use Balcony area 9.58 sq.mtr.( herein after referred to as the said "Apartment") in the Building called Highland Sky (herein after referred to as the said "Building") to be constructed in the building of the said project land by the Promoter.

AND WHEREAS The Promoter declares and discloses that the said project as aforesaid will be subject to the provision of Maharashtra Apartment Ownership Act 1970 and the Maharashtra Ownership Flat (regulation of the promotion of the construction, sale, management & transfer) Act 1963. And for that purpose the necessary Declaration of Apartment will be registered and in accordance with the provision of the said Act so also after the registration of declaration, the Promoter will execute and register Deed of Apartment in respect of the said Flat/Apartment in favor of the Allottee/Purchaser. The Promoter declares that the said property along with the said building to be constructed thereon shall be governed by the said act and the Allottee/Purchaser or the other persons claiming thee under will be bound by the provision of said act.

**AND WHEREAS** by virtue of the registered development agreement, the Promoter have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land which are came in her share and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter have 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 /consulting Engineer MR.KAPIL THAKKAR and Structural Engineer MR.B.V.BHAVSAR 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 thee under;

3751 247 /3033)
3750 A 150 A 1

AND WHEREAS the authenticated copies of Certificate of Ttle 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 WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed here to .

AND WHEREAS the authenticated copies of the approved plans by the Nashik Municipal Corporation along with which the shop/apartment is also approved and have been agreed to be purchased by the Allottee/ Purchaser as sanctioned and approved by the local authority have been provided to the Allottee/ Purchaser. A separate copy in A2 Size which is readable and understood by the Allottee/ Purchaser have been given to Allottee/ Purchaser which they acknowledged which are annexed hereto.

AND WHEREAS the Promoter have 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.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government have 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 Allottee/Purchasers have applied to the Promoter for allotment of residential flat Apartment bearing Flat No.502 on Fifth floor having Carpet area 76.03 Sq.mtr + exclusive right to use Balcony area 9.58 sq.mtr. (here in after referred to as the said "Apartment") in the Building called Highland Sky. which is more particularly described in Schedule-II herein under.

AND WHEREAS the carpet area of the said flat apartment is 76.03 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 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 the



Agreement and all applicable laws, are now willing to enter into the conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee have paid to the Promoter a sum of Rs.10,000 /- (Rupees Ten thousand only) being part payment of the sale consideration of the said flat 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 have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact the represents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in the Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat.

# NOW THEEFORE, THE AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter have proposed to construct on the said project by name and style **Highland Sky** having basement floor parking, Ground floor shops and parking, First floor offices and 2<sup>nd</sup> floor to 15 th floor residential flats building on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. The Allottee hereby gives its free consent for making changes ,alterations in building plan's without any affects of the apartment/flat of Allotee.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee residential flat Apartment bearing Flat No.502 on Fifth floor having Carpet area 76.03 Sq.mtr + exclusive right to use Balcony area 9.58 sq.mtr. (herein after referred to as the said "Apartment") in the Building called Highland Sky, which is more particularly described in schedule-II as shown in the Floor plan for the consideration of Rs. 36,02,000/- (Rupees Thirty Six lakh two thousand only) including being the proportionate price of the common areas and facilities appurtenant to the premises.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to allott to the Allottee /Purchaser parking in premises as per attached plan. Further that the Alloottee/Purchasers shall not in the future raise any dispute about the suitability of the said parking space as constructed and allotted by the promoter.



- (iii) The Allottee hereby agrees to use the allotted and demarcated parking space in ground floor parking area being constructed in the building.
- 1(b) The total aggregate consideration amount for the apartment is Rs. 36,02,000/- (Rupees Thirty six lakh two thousand only).
- 1(c) The Allottee Purchaser have paid on or before execution of the agreement a sum of Rs.10,000 /- (Rupees Ten thousand only) as advance payment or application fee as under:

Amount

**Particulars** 

Rs.10,000 /-

(Rupees Ten thousand only) paid by Phone-pay on dated 24/02/2025.

Rs. 10,000/- (Rupees Ten thousand only).

And the Allottee Purchaser hereby agrees to pay to that Promoter the balance amount of Rs.35,92,000/-(Rupees Thirty five lakh ninety two thousand only) as follows.

- i. 10% amount of the total consideration to be paid to the Promoter at the time of booking.
- ii. 15 % amount of the total consideration to be paid to the Promoter after the Excavation work.
- iii. 15 % amount of the total consideration to be paid to the Promoter on completion of plinth level.
- iv. 10 % amount of the total consideration to be paid to the Promoter on completion of casting of 4 th Slab.
- v. 10 % amount of the total consideration to be paid to the Promoter on completion of casting of 8 th Slab.
- vi. 10 % amount of the total consideration to be paid to the Promoter on completion of casting of 12 th Slab.
- vii. 25 % amount of the total consideration to be paid to the Promoter on completion of Brick work & internal Plaster.
- viii. 5 % amount of the total consideration to be paid to the Promoter at the time of handing over the possession of the flat on or after receipt of Completion certificate.
- 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, G.S.T 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/Flat.
- l(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

ges, cost, or levies imposed by the complement appropries

Allottee for increase in development charges, cost, or levies imposed by the complete authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9 % per annum for the period by which the respective installment have been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- l(g) The Promoter shall confirm the final carpet area that have been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in her/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust her payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/shop to the Allottee and the common areas to the association of the allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").



- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the shop to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of the Agreement from the date the said amount is payable by the allottee to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under the Agreement (including her/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at her own option, may terminate the Agreement:

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

Provided further that upon termination of the Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the flat Apartment to the Allottee on or before 19.04.2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond her control and of her agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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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.

### 7.1 Procedure for taking possession:-

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the shop/Apartment, to the Allottee in terms of the Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/shop to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s)to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of Said Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment /flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Apartment/flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the

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Promoter at her two cost and in case it is not possible to rectiff such defects then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allotee Purchaser shall not carry out any alteration of the whatsoever nature in the said apartment/ wing in specific the structure or the said apartment of the building which shall include but no limit to column's, beam's. etc. in particular it is hereby agreed by the Allottee Purchaser shall not make any alterations in the bath room's, toilets, kitchen which may result in seepage of water. If any such works carried out without the written consent of promoter the defect liability automatically shall become void. And Purchaser shall be responsible for the such damages, caused because of such changes to the other units and shall further repairs or compensate the same at her own cost.

The word defect here means only the manufacturing defects caused on account of willful neglect on the part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use by the occupants, any damage caused due to mishandling, misuse or due to any modification, furniture work carried out by the Purchaser or through their agents, nominee or occupants. It is specifically agreed and understood between the parties that the regular wear and tear of the Apartment/Flat/ Building 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.

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 have been conceived, designed and constructed based on the commitments and warranties given by such venders / 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/ Purchaser/s to continue warranty on the products/ equipment used inside the Apartment/flat by renewing the annual maintenance contract at her own cost and it is the responsibility of the apex body of 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.

That it shall be the responsibility of the Allottee/Purchaser to maintain her Apartment/flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in her Apartment/Flat are regularly filled with white cement/epoxy to prevent water seepage.

ends before the defects liability period and such warranties are covered under the manufacture

Further where the manufacturer warranty as slown by the promoter to the

the said Apartment/flat /building, and if the annual maintenance contracts are not done/renewed by the Allottee/s/Purchaser/s the Promoter shall not be responsible for any defects occurring due to the same.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, 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 use, in the structure built of the Apartment/Flat and in the workmanship executed keeping in mind the aforesaid agreed clauses of the agreement.

- The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residential only .She shall use allotted & demarcated parking space only for purpose of keeping or parking vehicle.
- 9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for the purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor//Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect

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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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Fromoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ......... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

# 10. DEPOSITS BY ALLOTTE/PURCHASER WITH THE PROMOTER:

- 10.1 The consideration of the said Apartment/flat mentioned hereinabove is excluding of Stamp duty and registration fees, GST and any other incidental charges applicable to the said Apartment. However, corpus fund and monthly maintenance shall be also be paid by the Allottee/Purchaser to the promoter and thereafter to the association of flat Purchaser. The Allottee/Purchaser is liable to pay charges mentioned herein below which is included in consideration amount;
- (i) Rs. 50,000/- for towards Water, Electric, and other utility and services connection charges of electrical receiving and Sub Station provided in said project.
- (ii) Rs.1,00,000/- for each apartment, towards Infrastructure Development Cost.
- (iii) Rs. 1,00,000/- for One car parking as per attached plan.
- (iv) Rs. 25,000/- towards legal charges.
- (v) The amount to be deposit for maintenance of common areas of the project to be payable at the time of possession towards apartment/Society subject to additional demand as necessary, if the corpus of the amount become insufficient for maintenance of the facilities.

Corpus fund deposit payable is as follows - For 2 BHK Flat / Unit Rs. 50,000/-, For 3 BHK Flat / Unit Rs.50,000/-

The amount of maintenance will be calculated/ attracted according to the total carpet area + terrace and balcony area of the unit Rs. 1.5/- per Sq. Ft. according to the undivided share in common area/ amenities. And the amount of maintenance is payable by the Allottee/Purchaser/s to the Association / Society separately, before delivery of possession. The amount of maintenance is to be payable for 5 years in advance by way of post-dated yearly maintenance amount cheques for each year.

10.2. The Allottee/Purchaser shall pay to the Promoter the deposit for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the association of apartment owners or the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

- 11. AND WHEREAS THE VENDOR / PROMOTER shall, within six months from the completion certificate from Nashik Municipal corporation, cause to transferred to the association all the right, title & the interest of the VENDOR/ PROMOTER and /or the owners in the said structure of the building or wing in which the said apartment is situated, provided that all the flat Purchasers have paid their respective amount of consideration to the vendor.
- At the time of registration of conveyance of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

# 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to the agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the

competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be incompliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

vii. The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under the Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in the Agreement;

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

x. The Promoter have 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;

xi. 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) have been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.



ii. Not to store in the Apartment any goods which are of hazardous, combusted or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in the behalf, the Allottee shall be liable for the consequences of the breach.

Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

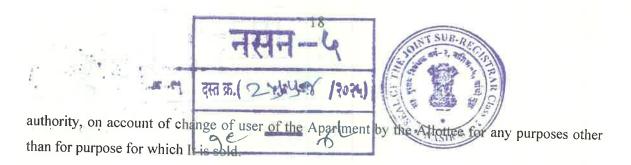
iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not cheer or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public



ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of the Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under the Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of the Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

# 15. NAME OF THE BUILDING:

Notwithstanding anything contained anywhere in the agreement, it is specifically agreed between the parties hereto that, the Promoter herein have decided to have the name of the said building as "Highland Sky" and further erect or affix Promoter name board at suitable places as decided by the Promoter herein on building and at the entrance of the project.

The Allottee/Purchaser herein or the proposed ultimate organization of apartment Purchasers are not entitled to change the aforesaid building name and remove or alter Promoter name board in any circumstances.

# 16. ENTIRE AGREEMENT AND RIGHT TO AMEND:

The Agreement, along with its schedules and annexure, 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 shop/Apartment. The agreement may only be amended through written consent of the parties.

# 17. SEPARATE ACCOUNTS FOR SUMS RECEIVED:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/Purchaser towards total price/ consideration of the said shop/apartment and as

advance or deposit, sums received on account of the share capital for the promotion of the association of apartment owners or the Co-operative Society or association or Company or any such legal entity/ organization that may be formed, towards the out goings, legal charges etc. and shall utilize the amounts only for the purposes for which they have been received. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/Purchaser and utilize the same as contemplated and permitted under the said act and rules and regulation made thee under.

# 18. RIGHT OF ALLOTTEE/PURCHASER TO USE THE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee /Purchaser hereby agrees to purchaser the said Flat/Apartment on the specific understanding that her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of 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 Flat Purchasers (or the maintenance agency appointed by it) and performance by the Allottee /Purchaser of all her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Flat /shop Purchasers from time to time.

### 19. ASSIGNMENT:

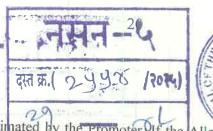
Nothing contained in the Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Property and said Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the said building is transferred to the Society/Limited Company or other body and until the said property is transferred to the Apex Body/Federation as hereinbefore mentioned.

#### 20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

### 21. BINDING EFFECT:

Forwarding the Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-



Registrar as and when intimated by the Promoter If the Allottee Purchaser fails to execute and

deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee /Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

# 22. PROVISIONS OF THE AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers of the said flat/Apartment, in case of a transfer, as the said obligations go along with the said flat/Apartment for all intents and purposes. That the Allottee /Purchaser agrees that he shall not object to any easement rights that need to be given to any person in and around the said property and shall neither object to any such proceedings of land acquisition undertaken by the Government agency including any compensation/benefit given to the Promoter in turn for which no conveyance have occurred to the ultimate body expressly stated in the agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the Promoter for the same, save and except her right to enjoy and use the said shop/apartment purchaser by him and any other rights given by the Promoter to the Allottee /Purchaser for which consideration have been dispensed.

### 23. SEVERABILITY:

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

# 24. APARTMENT ASSOCIATION:

The Promoter shall submit the said project under the provision of Maharashtra Apartment Ownership Act 1970 and the provisions made there under and shall always be subject to provisions of Maharashtra Ownership Flat (regulation of the promotion of the construction, sale, management & transfer) Act 1963 and the rules made thee under or the provisions of Maharashtra Apartment Ownership Act 1970 and Maharashtra Apartment Ownership Rules 1972. Accordingly Declaration of Apartment in respect of the said building shall be executed and registered by the Promoter with the Sub-Registrar of Nashik. In pursuance whereof the Promoter will execute and register Deed of Apartment in respect of the said Flat/Apartment in favor of the

entire amount of consideration from the herein agreed that he will become members of the

Allottee/Purchaser herein, upon getting entire amount of consideration from the Allottee/Purchaser. The Allottee /Purchaser herein agreed that he will become members of the said Apartment Owners Association. The said Apartment Owners Association will be known as "Highland Sky". The Rules Regulations and Bye-laws of the said Apartment Owners Association shall be binding upon the Allottee/ Purchaser and the Allottee/Purchaser shall be liable and

responsible to pay the subscription fees and any other charges of the said Association from time

to time.

#### 25. RIGHT TO SALE OTHER APARTMENTS:

It is hereby expressly agreed and provided that, so long as it does not in any way effect or prejudice the right hereunder granted in favor of the Allottee/Purchaser in respect of the said flat/Apartment agreed to be purchased by the Allottee/Purchaser, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the various Flats/ Apartments out of the said building.

#### **26. OTHER CONDITIONS:**

The purchaser of the said flat shall be subject to all the following conditions:-

- a. The access to the individual shop shall be as per the sanctioned plan and/or revised plan from time to time.
- b. The construction and other civil changes done internally shall be at the risk and cost of the Purchaser who shall not damage the basic R.C.C. structure.
- c. The construction of chimneys, hanging telephone and telex wires, electric connection, fax, tele printer, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and their Architect in writing.
- d. The installation of any grills or any doors shall only be as per the form prescribed and Promoter Architect's/Engineer with kind permission.
- e. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee/Purchaser to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion /occupation certificate as per such additions or alterations which work shall be done by the Allottee/Purchaser at her own costs and risk.

# 27. (I) SPECIFIC COVENANTS:

- a) The Allottee/Purchaser herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Apartment/Flat during the course of construction with prior written 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/Purchaser shall not be entitled to carry out any modification or changes in the said Apartment/flat during or after the construction of the said Apartment/Flat without the prior written permission and written 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) Thee 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/Purchaser/s in the manner as stated in the agreement or the pipe line will be in the duct or pipeline on the parapet wall of attached terrace or top terrace which is accessible through the Apartment/Flat and the Allottee/Purchaser/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 Apartment/Flat and/ or on their parking (if any allotted) for the same the Allottee/Purchaser/s shall temporary remove her/her/their vehicles from the car parking to carry on the maintenance works and repairs.
- d) The Allottee/Purchaser/s herein admits and agrees to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/Purchaser/s under the agreement to the Promoter and to execute the conveyance in respect of the said Apartment/shop on completion of construction thereof, to grant possession of such Apartment/Flat. The grant of completion/occupancy certificate by the concerned authority, in respect of the said Apartment / Flat shall be conclusive proof as to completion of construction of the said Apartment/Flat.
- e) If at any time, after execution of the 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 Apartment/Flat or the agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/Purchaser/s. The Ailottee/Purchaser/s hereby, always indemnifies the Promoter from all such levies cost and consequences.
- f) After the Promoter obtaining the completion/ occupancy certificate in respect of the said project where the Apartment/Flat is situated, the Promoter shall also execute such other document as required such as Supplementary Agreement, Possession Receipt, Indemnity Declaration, Undertaking, Deed of Apartment, Transfer Deed etc., which ever may be required by the Allottee/Purchaser/s or whatever the Promoter feels suitable by the law. The charges payable towards the same if any applicable will always be borne by the Allottee/Purchaser/s.
- g) Nothing contained in the 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/wing or any part thereof except the said Apartment. The Allottee/Purchaser/s shall have no claim save and except in respect of the said Apartment/Flat hereby agreed to be sold to him/her/them and all common areas, children play area etc. will remain the property of the Promoter until the said land and building is 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 apex body of 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 the agreement or any forbearance or giving time to the Allottee/Purchaser/s by the Promoter shall not be construed as the waiver on the part of the

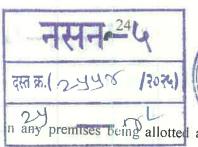
Promoter of any breach or non-compliance of any of the terms and conditions of the agreement by the Allottee/Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

i) In the event of the any Association of Apartment being formed and registered before the sale and disposal of all the Apartment in the building/wing / Project. All the power, authorities and right of all the unsold Apartment/Flat in the entire said project and any additional addition, if any, to the project herein shall be always be with the Promoter's only and the Promoter will always have over all right to dispose of unsold Apartment/Flat and allotment of exclusive rights to use and sell un-allotted parking space/s, terrace/s, space/s for garden purpose, and all other rights thereto. The Promoter will alone have the entire right to collect all the consideration from such disposed Apartment/shop, parking space, terrace, etc. The Promoter will also have the singular right to collect amount from the sold Apartment/shop before the date and he alone will have the right to collect and utilize the balance amount/s received. The Allottee /Purchaser/s or any other tenement holder in the building or members of the apex body / 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 Apartment/Flat 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 the agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under the agreement and other agreements in respect of the other Apartment/Flat shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Apartment/Flat 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/Purchaser/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 the agreement.
- I) If any space open to sky adjacent to the Apartment/shop floor level approved as adjacent terrace or attached terrace on any floor or top terrace above any Apartment/shop, have/have been allotted by the Promoter to the Allottee/Purchaser/s of any Apartment/Flat in the wing/ building/s, such respective Allottee/Purchaser/s and Occupier of such Apartment/Flat shall enjoy using the same as her 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 / Purchaser/s or Occupier of Apartment/Flat holders in the wing/ building/s commit breach of the condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such Allottee/ Purchaser/s or occupier and recover the cost of removal from such Allottee/ Purchaser/s or occupier. In light of the condition, the Allottee/Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to



erect any type of structure n 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 Apartment/shop, if any.

- m) The Allottee/Purchaser/s shall offer her/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board. And which includes operation of the sewerage treatment plant / Water treatment plant, rain water harvesting, etc as may be applicable and if provided. The Allottee/Purchaser/s hereby gives her/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/Purchaser is aware that some or all of the attached terraces/balcony of certain floors/all floors are partially covered or directly exposed to sky.
- o) In case after the possession of the said Apartment/shop is handed over to the Allottee /Purchaser/s and the Allottee/Purchaser/s wants to let out or rent or lease or give on leave and license basis the said Apartment/shop, then in such an event, the Allottee/Purchaser/s shall inform to the Promoter or the Apex body of the Association of Apartment, the details of such tenant or licensee and care takers. The Allottee/Purchaser/s can rent out, lease etc the Apartment/shop. The Allottee/ Purchaser/s and the Licensee, lessee of the Leave and license/ occupier of the Apartment/shop who have taken on rent, have to compulsory adhere by the terms and conditions laid down by the Association and comply with them.
- p) "Highland Sky" project is a large project as per approved building plan by the authority. The possession of the Apartment/shop in the project will be delivered to the respective Allottee /Purchaser/s after completion of the construction of the Apartment/shop building and its construction in all respect and after receiving the completion/occupancy certificate from the Nashik Municipal Corporation, Nashik.
- q) It shall be the duty of the Allottee/ Purchaser to take insurance cover for the said Apartment/flat as may be required by him/her/them or under law.
- r) It is clearly stated and understood by the Allottee/purchaser that the Apartment/shop 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 /Purchaser/s if demands the possession for fit out after the Apartment/shop is ready in all respect as required for completion from the authority but before the completion / occupancy certificate is received from the local authority. A letter for possession for fit out have to be signed by the Allottee / Purchaser/s as per the guidelines of the Promoter / the apex body of the Association of Apartment. The Allottee/ Purchasers is also made to understand very clearly that he/ she/they can

take the possession for making of furniture before the completion of upancy certificate is received from the local authority but cannot use the Apartment/snop national completion /

occupancy certificate is received from the local authority. It is also understood by the allottee/ purchasers that if she desire to take the possession for carrying out the furniture work only then they shall inform the promoter and the promoter shall permit them to use the Apartment/shop for the furniture work till the occupancy / completion certificate is received. It is also very clear with the Allottee/ Purchaser/s that the letter of possession for fit out does not grant him / her/ them the right to occupy the Apartment/flat until the receipt of the completion / occupation certificate from the Nashik Municipal Corporation.

## (II) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- a). The Promoter herein have specifically informed to the Allottee/Purchaser/s and Allottee/Purchaser/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/Purchasers/s or any owner or occupier of the Apartment/Flat 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/Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon the undertaking, the Promoter herein have agreed to allot and sell the said Apartment/Flat to the Allottee/Purchasers/s herein on ownership basis, subject to the terms and condition mentioned in the Agreement hereinabove and here after
- b) The Promoter herein have reserved the right to divide the scheme phase wise or to have entire scheme as one scheme.
- c) The Promoter herein is providing amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, fire- fighting systems, for the Apartment/Flat holders in the 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 on registration of Association of Apartment and the apex 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, causalities/ calamities or any damages of whatsoever nature caused to any person or property in respect of these amenities or any other amenities in the said project.
- d) The Promoter shall be entitled to change the brand and sizes of the fittings and fixtures (internal and external amenities) as per their availability.



28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER

REFERRED TO IN THE AGREEMENT:

Wherever in the Agreement it is stipulated that the Allottee/Purchaser have to make any payment, in common with other Allottee/Purchasers in the said building, the same shall be in proportion to the carpet area of the said flat/ Apartment to the total carpet area of all the flat/shops Apartments in the Said Building.

#### 29. FURTHE ASSURANCES:

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

#### **30. PLACE OF EXECUTION:**

The execution of the Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, in Nashik after the Agreement is duly executed by the Allottee/Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence the Agreement shall be deemed to have been executed at Nashik.

## 31. REGISTRATION OF THE AGREEMENT:

The Allottee/Purchaser and/or Promoter shall present the Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

#### 32. NOTICES:

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

Allottee/Purchaser -

# 1. MR. SHARAD BALIRAM PATIL

having address: Plot No.45,Bhagya Laxmi Colony,Bhadgaon Road,Pachora,Taluka Pachora,District Jalgaon-424201.

Developer/Promoter-

R-ARYAN DEVELOPERS through Proprietor

MR. ALI JANAMUDDIN SIDDIQUI

R/o.Bunglow No. 4, Gulshan Villa Neelam Garden, Takli Road, Dwarka.

Nashik -422011.

It shall be the duty of the Allottee and the promoter to inform each other or any change in address subsequent to the execution of the Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been

#### 33. JOINT ALLOTTEES:

That in case there are Joint Allottee/Purchaser, they shall be considered as joint and severable Allottee/Purchaser for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee/Purchaser whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser.

# 34. PAYMENT OF STAMP DUTY and REGISTRATION FEE:

received by the promoter or the Allottee, as the case may be.

The Allottee /Purchaser shall bear and pay stamp duty and Registration fees and all incidental charges etc. in respect of the agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Allottee/Purchaser or Association/society i.e. organization as may be formed in which the Allottee/Purchaser will be the member.

#### 35. DISPUTE RESOLUTION:

All or Any dispute arising out or touching upon or in relation to the terms and conditions of the agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appoint under the act. as per the provisions of the Real Estate(Regulation and Development) Act,2016, Rules and Regulations, thee under.

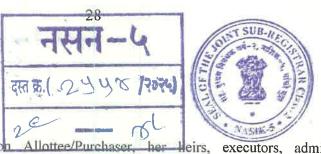
#### 36. WAIVER NOT ALIMITATION TO ENFORCE:

36.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottee /Purchaser 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/Purchaser that exercise of discretion by the Promoter in the case of Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee /Purchaser.

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

### 37. GOVERNING LAW:

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



#### 38. BINDING:

The Agreement is binding on Allottee/Purchaser, her leirs, executors, administrators, representatives, assigns and all the persons claiming through him and also on Promoter, all the partners, their heirs, executors, administrators, representatives, assigns and all the persons claiming through them.

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

# Schedule-I Above Referred to

All that piece and parcel of land lying and being at village Adgaon-1, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik, bearing Gat No.335/1/Plot/37/38/39/40, totally adm. 2052.49 sq.mtr., out of the same 87.77 sq.mtr.part acquired towards road widening by the Nashik Municipal Corporation remaining part adm.1964.72 sq.mtrs. and bounded as follows.....

On or towards East

30 meter wide D.P. road

On or towards West

Colony Road

On or towards South

Colony Road

On or towards North

Gat No.338

Along with all easements, hereditaments and other annexed rights.

# Schedule-II Above Referred to

All THAT PIECE AND PARCEL OF Constructed residential flat Apartment bearing Flat No.502 on Fifth floor having Carpet area 76.03 Sq.mtr' + exclusive right to use Balcony area 9.58 sq.mtr.( approx.) in the Building called Highland Sky to be constructed on the property as mentioned in the first schedule, along with right to use utilize and enjoy common areas and facilities and bounded as per approved building plan:-

On or towards East

30 meter wide D.P. road/Open to sky

On or towards West

flat no.501

On or towards South

flat no.503

On or towards North

marginal space/ Open to sky

Along with all easements, here diamantes and other annexed rights.

# **SCHEDULE-III**

Specifications of the said flat / Apartment

LIST OF AMENITIES: Specification:

Structure:

Earthquake resistant RCC frame structure

external walls. 6" thickinternal walls 4" thick

Flooring:

:2x2 vitrified/ diamond flooring in all rooms with same casting (3"Ht.)

Kitchen:

Granite kitchen platform with stainless steel sink & glazed tiles dado

upto 7' ft.hight.

Toilets:

Standard quality of glazed tiles 12".x 18" dado up to 9'6" 1'x1'

anti-skidflooring. Both bathroom geyser point.

Electrification: Concealed electrification with ISI marked modular switches & MSEB facilities. Two light pt. one fan pt., one half plug pt. in each room onepower pt. in kitchen & toilet. One telephone pt. & one cable T.V. pt.

Plumbing:

Concealed plumbing work. One C.P.- mixer cock with shower in

eachtoilets & one C.P. cock in kitchen. W.C. one wash basin.

Internal Finish: Gypsum finish plaster with two coat putty with OBD internal

paint Eternal Finish: Two coat plaster with semi acrylic paint.

Doors:

Ply door frame for main door & bedroom & granite door frame for

bathroom &WC. all door shutter

Lift:

Common Lift

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

#### SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee/Purchaser:

MR. SHARAD BALIRAM PATIL

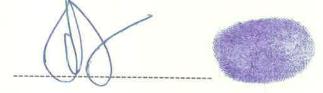
SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER/ DEVELOPER

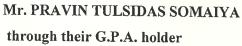
R-ARYAN DEVELOPERS through Proprietor

MR. ALI JANAMUDDIN SIDDIQUI



### SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNER /CONFIRMING PARTY



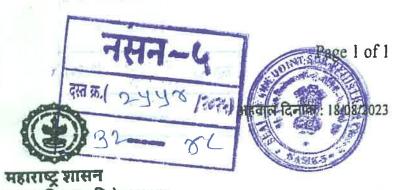


R-ARYAN DEVELOPERS through Proprietor

MR. ALI JANAMUDDIN SIDDIQUI

WITNESSES:

P.D. P.C.



गाद नमुना सात ( अधिकार अभिलेख पत्रक ) [ महाराष्ट्र जमीन महसून अधिकार अभिलेख आणि नॉदेवस्या (तयार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातीस नियम ३,५,६ आणि ७ ]

गाव :- आडगांव - 1

तालुका :- नाशिक

जिल्हा :- नाशिक

(944228)

ULPIN: 14585988128

भुमापन क्रमांक व उपविभाग : 335/1/प्लॉट नं/37/38/39/40

14585988128

-धारणा पध्दती : <b>ओग</b>	शेताचे स्थानिक नाव :						
क्षेत्र, <b>एकक व</b> आकारणी	ाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुळ, खंड व इतर अधिकार
क्षेत्राचे <b>आर.चां.मी.चां.सं.मी.</b> कुक अकृषिक क्षेत्र बेन शेली 20.52,49 भाकारणी 985.00		नाशिक अहानगर पालिका नाशिक [कर्नाश्चराजेंद्र जैन [मविष्ण सुनादीदास सोमैट्या —सामाईक क्षेत्र— प्रविण तुलसीदास सोमैट्या	0.87.7 0.00.0 19.64.	**********	. 101	( 24321 ( 27521 ( 27521 ( 27521	कुळाचे नाव व खंड इतर अधिकार इतर रस्ता कंदीकरण क्षेत्र 87.77 चौ.मी. ( 24321 इतर विकसनकरारनामा करन घेणार आर-आर्यन डेव्हजपर्स तर्फे प्रोप्ता अभी जनामुदौन सिदिकी ( 29010 ) प्रजंबित फेरफ़ार : नाडी. शेवटचा फेरफार क्रमांक : 29010 व दिनांक : 18/08/2023
जुने फेरफार क. (1)(625)( 17397)(18604)(18942)	754 )( 38 ( 20725 )(	83 )( 5980 )( 10793 )( 11395 )( 123 21480 )( 21832 )( 21884 )( 22676	383 )( 141 )( 24321	87 )( 1692 )	8 )( 1692	9)	सीमा आणि भुमापन चिन्हे :

गाव नमुना बारा (पिकांची नोंदवही) [महाराष्ट्र अमीन महसूत अधिकार अभिनेख आणि नोंदवहवा (त्यार करणे व सुस्यितीत ठेवणे) नियम,१९७१ वातीन नियम २९ ] तालुका :- नाशिक जिल्हा :- नाशिक

गाव :- आडगांव - 1 (944228)

			<u> </u>	ला <b>ट न</b> /37/38/3 पिक	गखालील <b>क्षेत्रा</b> चा त	<b>नपश</b> ील		लागवडीसाठी उपलब्ध नसलेली जमीन			
वर्ष	हंगाम	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र		
(9)	(२)	(3)	(A)	(4)	(ξ)	(৬)	(6)	(९)	(१०)	(११)	
(1)	(1)		7-7		हे.आर. घर.मी	हे.आर. चां.मी			हे.आर. ची.मी		

टीप : \* सदरची नोंद मोबाइल ॲप द्वारें घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी की म्हणून १५/- रूपये मिळाले."

दिनांक :- 18/08/2023 सांकेतिक क्रमांक :- 2720001102594500008202311080

( नाव :- शशिकांत वाल्पिक चिताळकर ) तमाठी सामा :- आङ्गांव - । ता :- नाशिक तिराठी आडिगार्टी

ता. जि. नाशिक



# 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: P51600052632

Project: HIGHLAND SKY , Plot Bearing / CTS / Survey / Final Plot No.: PLOT NO 37,38,39,40 GAT no 335/1at Nashik, Nashik, 422003;

- 1. Mr./Ms. Ali Janamuddin Siddiqui son/daughter of Mr./Ms. JANAMDDIN FIDAHUSSAIN SIDDIQuīlehsil: Nashik, District: Nashik, Pin: 422011, situated in State of Maharashtra.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 15/09/2023 and ending with 19/04/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: **15/09/2023** Place: **Mumbai**  Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretar , MahaRERA)
Date:15-09-2023 15:47:28

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



Nashik Municipal Corporation, Nashik 

Shri. / Sint. Somayya Thr. GPA Holder Developers. Thr.

Cho. Ar. Kapil Thakkons Sub.: Transfer of Building Permission No. 40 | BP/C2 | 59/2023 in S. No. 335 Adgaon Shiwar

Ref.: Your application dated 08/08/2023

dt. 19/04/2023 in S. No) Adstaon \_Shiwar is hereby transferred

With reference to above - mentioned application, the building permission

in the names of Shri./Splt. Prowin T. Somayya The Gran Houder R.

ATVAID DEVELOPERS The POOD. ALI J. Siddiam. which was previously in the name of Shri./Smt. Prowlin. To Somo You

this transfer of building permission Cho. Ag. K. Thankkar

mentioned above is on the strength of following papers submitted along with the application. 23. 250/5 Scowiting fee RECEIPT NO. 3735, PMd Date: 09/08/2023 LIT 7/12 extract.

- Registration certificate of Co-op. Hsg. Society. ii)
- Indemnity bond and affidavil as per ULC Act. 1976 iii) Subject to the conditions mentioned in the original permission. No. C2 59 2023 dt. 78 104 2023

**Executive Engineer** TOWN PLANING Nashik Municipal Corporation Nashik



TO, Mr. Pravin T. Somayya.

C/o. Ar. Kapil L. Thakkar & Stru.Engg. B. P. Bhavsar Of Nashik.

Sub -: Sanction of Building Permission & Commencement Certificate on Plot No. 37+38+39+40 of S.No./G.No. 335/1 of Adgaon Shiwar, Nashik.

Ref -: 1) Your Application & for Building permission/ Revised Building permission/ Extension of Structure Plan In Dated:15/12/2021 Inward No.C2/BP/803.

2) Final Layout No. LND/WS/37 Dt:04/08/2009.

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

### CONDITIONS (1 to 59)

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

C. C. For Plot No. 37+38+39+40 of S.No./G.No. 3354 27) The Building Permission is granted on the Strength of LABOUR to Safety, Health and working Conditions, 2018 Therefore all the Conditions meralione therein are applicable to this Commencement and shall be followed strictly. Nashit Municipal Corporation shall be not be responsible for breach of any Conditions mentioned therein. 28) As per circular No for any TPV-4308/4102/Pra.kra.359/08/navi-11, Date-19/11/2008 for any arithmetical discrepancies in area statement the applicant/Architects & Developers will be commonly responsible. 29) If any discrepancies occurs/found in paid charges the applicant shall be liable to pay for the same. 30) Temporary drainage connection shall be taken before start of work by taking permission from Public Health Department (Drainage) 31) All safety measures & precaution shall be taken on site during construction with necessary signage/display board on site. 32) As per solid waste management Rule - 2016 segregation of dry & wet waste is compulsory & Construction site should be covered with Green Net/Shed Net &,in addition,necessary precautions should be taken to reduce air pollution. 33) To Follow the Duties and Responsibilities as per Provisions In Appendix C of UDCPR Is mandatory to Engineer/Structural Engineer/ Supervisor/ Town Planner/Licensing/Site Engineer/Geotechnical Engineer/ Owner/Developer. 34) This permission is given the basis of N. A. order No. 415/1997 Dt:21/11/1997 submitted with the application. Charges Recovery 35) As per the order of Hon Commissioner bearing No. Nanivi/vashi/20/2021 Dated:12/07/2021, applicant has requested to get benefit of installment for development Charges, Amount of Total Development Charges is Rs.27,78,184/- Ist installment of (1) 1st installment Rs.6,88,929+6000/- paid Vide Date: 08/12/2022 & 13/02/2023 which is 25% of total Development Charges. Rs.20,83,255/- which is of total development charges and applicable interest rate of 18% per

- Receipt No.7849 & 10472
- annum as per section 124 E (3) of M. R. T. P. Act. is applicable.
- 36) Rs.Nil/- is paid for development charges w.r.to the proposed land development.Vide R.No./B.No. --- Date: ----
- 37) Drainage Connection Charges Rs.1,84,000/- is paid Receipt No.7849 Date :08/12/2022
- 38) 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.22,29,449/- Ist installment of (1) 1st installment Rs.5,57,156+2550/- paid Vide Receipt No.7849 & 10472 Date:08/12/2022 & 13/02/2023 which is 25% of total Welfare Cess Charges. Rs.16,69,743/- which is total Welfare Cess charges should be paid at time of occupancy certificate or four year from the date of c.c. whichever is earlier, with applicable rate of Interest
- rate of 18% per annum as per section 124 E (3) of M. R. T. P. Act. is applicable. 39) Rs.10,270/-.vide Receipt No.7850 Date:08/12/2022 against Treeplantation deposit.
- 40) Scrutiny Charges Rs.55,000/- paid Vide Receipt No.2678 Date:23/06/2022.
- 41) Charges for "Premium FSI" is paid Rs.46,43,905/- vide Receipt No.7851 Date :08/12/2022
- 42) Charges for "Ancillary Permium is Paid FSI" Rs.47,67,467+25,515/- vide Receipt No.7852 & 10473 Date:08/12/2022 & 13/02/2023.
- 43) This permission is given on the basis of conditions mentioned in notification of ministry of environment, forest & climate change, New Delhi by vide No. G.S.R 317 (E) Dt:29/03/2016 & the conditions mentioned therein are applicable to this Commencement & shall be following strictly. This permission is given on the strength of affidavit submitted with the Proposed and C & D waste deposit Rs.2,84,309+1500/- is paid vide Receipt No.7849 & 10472 Date:08/12/2022 & 13/02/2023.

नसन-५ 10) Proper arrangement for disposal in perial water at be party as per sit requirements without distrubancy natural gradient of the land feeing to this conditions it are checken happens, the whole responsibility will be on the applicant /developers with the sanctioned plan 11) The construction work should be strictly carried out in accordance enclosed herewith. 12) Copy of approved plan should be kept on site so as to facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned. 13) Stacking of building material debris on public road is strictly prohibited. If building material of debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner. 14) All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and The Maharashtra Municipal Corporation Act. 15) Applicant should make necessary arrangement of water for construction purpose as per undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site." 16) There is no objection to obtain electricity connection for construction purpose from M.S.E.B. 17) Septic tank & soak pit shall be constructed as per the guidelines of sewerage department of N.M.C. & NOC shall be produced before occupation certificate. 18) whearever necessary Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.D.C.L.Office before actually commencing the proposed construction. 19) Drinking water & adequate sanitation facility including toilets shall be provided for staff & labour engaged at construction site by owner/Developer at his own cost. 20) While carrying out construction work, proper care shall be taken to keep noise level within limits for various categories of zone as per rules laid down vide Government Resolution of Environment Department Dated: 21/04/2009 for Noise Pollution or as per latest revision/ Government GRs. 21) As per order of Urban Development of Government of Maharashtra, vide TPS2417/487/pra.kra.217/2017/UD-9Dated-7/8/2015 for all building following condition shall A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details. Name and Address of the owner/developer, Architect/Engineer and Contractor. al Survey Number//City Survey Number/Ward Number of land under reference along with b description of its boundaries. Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority. F.S.I. permitted. d) Number of Residential/Commercial flats with their areas. e] Address where copies of detailed approved plans shall be available for inspection. f] 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) Whearever 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 26) Buildings shall be planned, designed and constructed to ensure fire safety and this shall be done in accordance with Part IV of Fire Protection of National Building Code of India and Maharashtra Fire Prevention and Life Safety Measures Act, 2006, In case of buildings identified in Regulation no.6.2.6.1., the building schemes shall also be cleared by the Fire Officer, Fire Brigade Authority.

C. C. For C. C. For Plot No. 37+38+39+40 of S.No./G.No. 335/1 of Adgaon Shiwar, Nashik.

## Additional Conditions -

44) NMC Tax for Vacant plot shall be paid before Completion.

45) Commercial N. A. Order & N. A. Tax receipt shall be Produce Certificate.

46) CCTV Arrangements shall be done for commercial Building before Occupancy
Certificate.

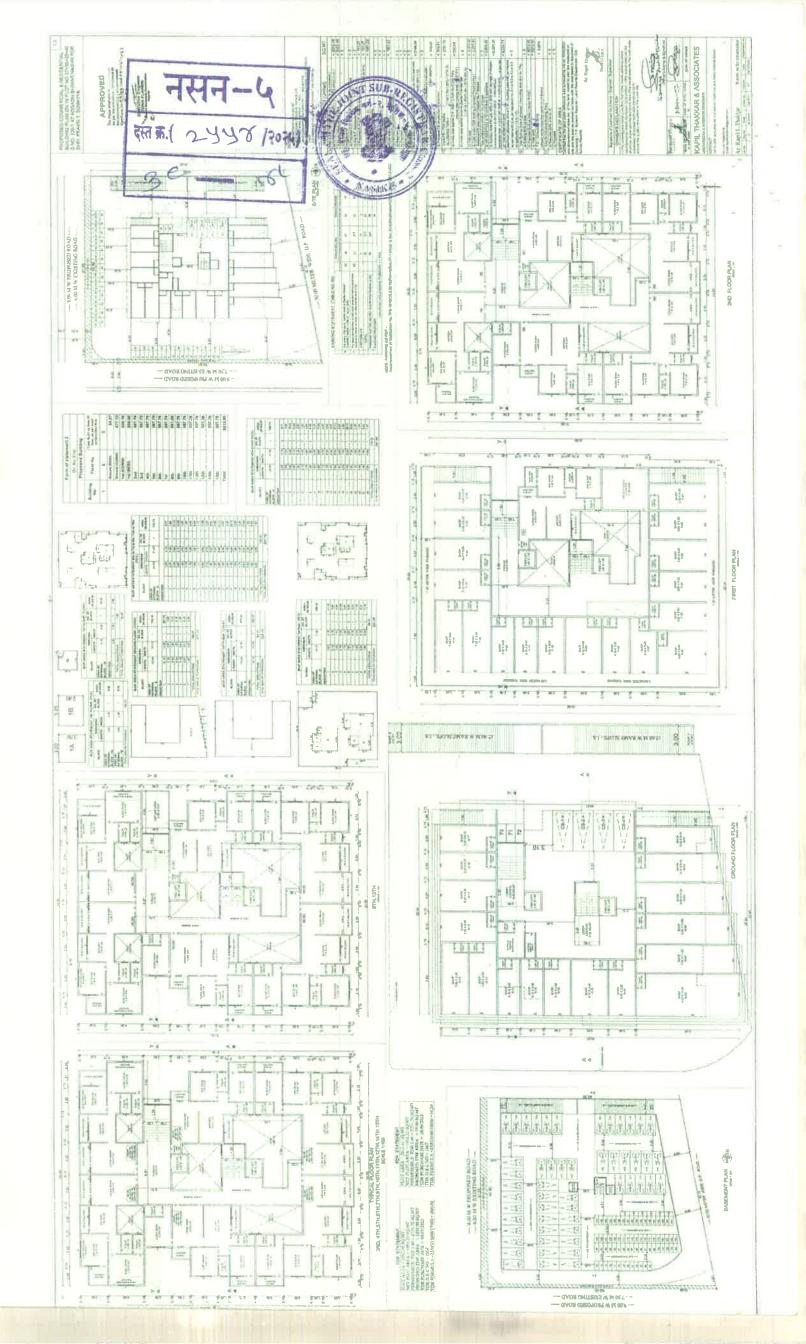
- 47) Provision of Solar assisted water heating system as per UDCPR Clause No.13.2
- 48) Provision for Grey water recycling and reuse as per UDCPR Clause No.13.4
- 49) Provision for solid waste management system as per UDCPR Clause No. 13.5 before Occupancy Certificate.
- 50) As per the Hon. Commissioners, Order No. 857/2021 Dt:20/12/2021 provision for electric vehicle charging Station/ point to be provided in parking area
- 51) BandhPatra/Affidavit regarding Construction development & Welfare Cess Charges submitted by applicant vide Date: 22/02/2023.
- 52) This permission is given on the strength of provisional fire NOC from CFO, N.M.C. vide letter No: NMC/FIRE/WS/II/Mixed-53/2023 Dt:30/01/2023 & conditions their in strictly followed.
- 53) Provision of Fire Protection requirements shall be done as per appendix 'J' of DCPR & if applicable then NOC shall be obtained from C.F.O. where the building permission is given under Rule 6.2.6.1 of DCPR.
- 54) This permission is given on the basis of approval from Hon. Commissioners Dt:21/07/2022.
- 55) Facilities for differentially able persons shall be made as per provision UDCPR Clause no.13.1
- 56) Colony Road widening area handover to NMC and in the name of N.M.C. 7/12 extract to be Produced before Occaupncy Certificate.
- 57) Provision of mechanical light & ventilation should be made wherever required.
- 58) Total TDR Loaded 25.00 Sq.mt. which is utilised from DRC No: 1067 Dt:28/09/2022 vide formula 25X13600/10000 = 34.00 Sq.mt. TDR area utilized from the same.
- 59) Total TDR Loaded 2350.00 Sq.mt. which is utilised from DRC No: 1059 Dt:05/07/2022 vide formula 2350X13600/17000 = 1880.00 Sq.mt. TDR area utilized from the same.

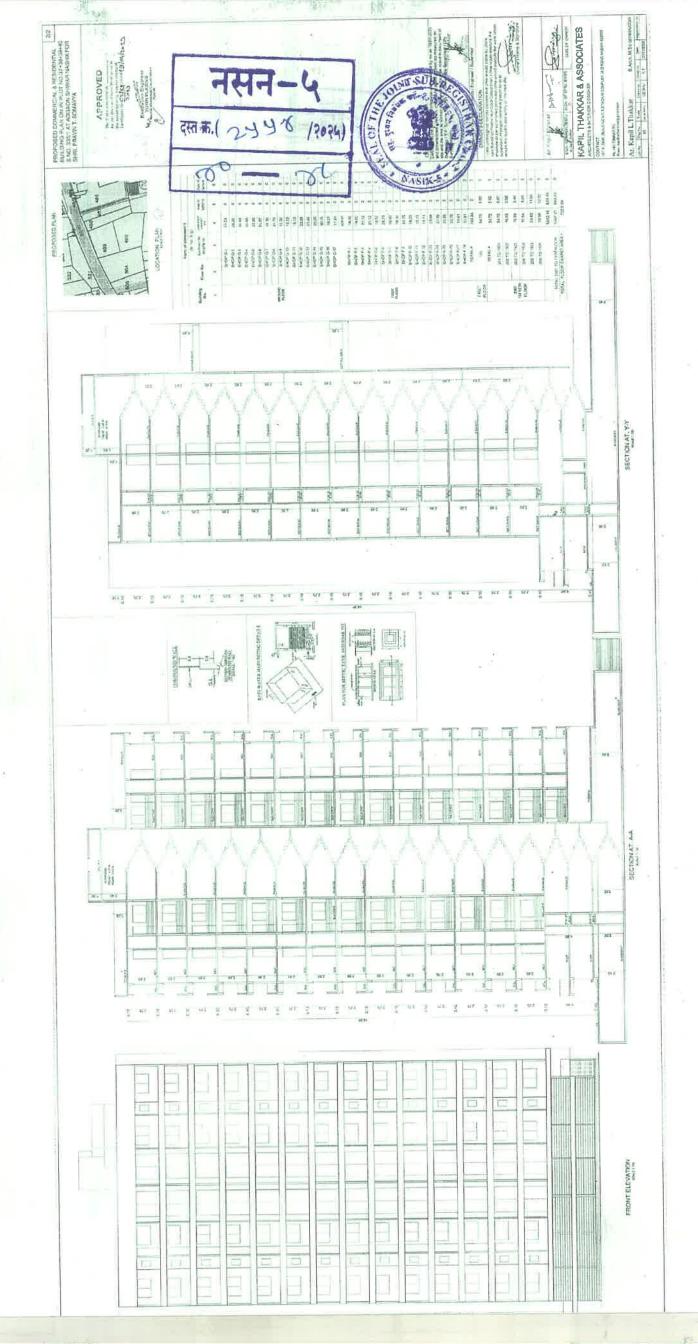
क्षेत्र भवन्तु सुचित्रं

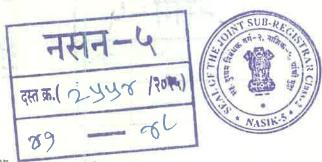
No. LND/BP/C2/59/2023

Nashik, Dt. 19/04/2023 Copy to: Divisional Officer Town Planning Department
Nashik Municipal Corporation, Nashik.

(A)









24/07/2023

सूची क्र.2

दुम्यम निबंधक : सह दु.नि. नाशिक 7

दस्त क्रमांक : 8410/2023

नोदंगी : Regn:63m

गावाचे नाव: आडगांव

(1)विलेखाचा प्रकार

विकसनकरारनामा

(2)मोबदना

87357000

(3) वाजारभाव(भाटेपटटयाच्या बाबतितपटटाकार आकारणी देती की पटटेंबार ते नमुद्र करावे)

55204000

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

1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन .. इतर माहिती: , इतर माहिती: सौजे आउगाव-1येथील विनशेती फ्लॉट मिळकत यांनी गट तं 335/1/प्लॉट/37/38/39/40 यांसी एकुण क्षेत्र 2052.49 चौ.मी. पैकी नाशिक महानगर पालिकेचे रस्ता हंदीकरण क्षेत्र चजाजाता उर्चरित प्लॉट क्षेत्र 1964.72 चौ.मी. हि मिळकत.( ( GAT NUMBER : 335/1 ; Piot Number : 37/38/39/40 ; ) )

(5) क्षेत्रफळ

1) 1964.72 ची.मीटर

(6)आकारणी किंवा जुडी देण्यात असेन तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून टेवणा-या पक्षकाराचे नाव किया दियाणी त्यायानयाचा हुक्मनामा किया आदेश असल्यास,प्रतिवादिने नाव व पत्ता.

 नाव:-प्रविण तुलसीदास सोमैथ्या वय:-61; पत्ता:-प्लॉट नं: 21, माळा नं: ., इमारतीचे नाव: दिव्यप्रेम .
 व्लॉक नं: सहदेव नगर नाथिक . रोड नं: संगापुर रोड ; महाराष्ट्र, णास्:ईक. पिन कोड:-422013 पॅन नं:-ACAPS3269D

(8)दस्तऐबज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-आर-आर्यन डेब्हूलपर्स तर्फे प्रोप्रा अली जनामुद्दोन सिष्टिफी वय:-31; पत्ता:-प्लॉट नं: बंगलो नं-4, माळा नं: ., इसारतीचे नाव: गुलशन विला , ब्लॉक नं: नीलम गार्बन द्वारका नाशिक , रोड नं: टाकळी रोड, महाराष्ट्र, णास्:र्यक्र. पिन कोड:-422011 पैन नं:-CMDPS0201A

(9) दस्तऐवज करन दिल्याचा दिनांक

24/07/2023

(10)दस्त नोंदणी केल्याचा दिनांक

24/07/2023

(11)अनुक्रमांक,खंड र पृष्ठ

8410/2023

(12)बाजारभावाप्रमाणे सद्रांक शुल्क

4367900

. (13)बाजारभावात्रमाणे नोंदणी भुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशीन:-:

मुल्यांकनाची आवश्यकता नाड़ी कारण अभिर्निणीत दस्त कारणाचा तपशील अभिर्निणीत दस्त केस.न 218/2023

मुद्रोक शुल्क आकारताना निवडभेला अनुच्छेद :- ;

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





Original/Duplicate नोदगी क्री.:39म Regn.:39M

दिनांबः 24/07/2023 पावती क्रं.: 9907

गायाचे नावः आंडगांव

दस्तऐवजाचा अनुक्रमाकः नसन7-8412-2023

वस्तऐवजाचा प्रकार : जनरल पाँवर ऑफ ॲंटर्नी

सादर करणाऱ्याचे नाय: आर-आर्यन हेव्हलपर्स तर्फे प्रोप्रा बाली जनामुद्दीन सिद्दिकी

नोंदणी फी दस्त हाराळणी फी पृष्टांची मख्या: 16

रु, 100,00

र, 320,00

एक्षा:

₹. 420.00

नाशिक - ७.

वाजार मुल्यः रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.320/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1907202312066 दिनांक: 24/07/202

वॅकेचे नाव व पत्ताः

2) देयकाचा प्रकार: eChallan रक्षम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005442577202324E दिनांक: 24/07/2023

दात क्र.( २५५ ४ ४ /२०२५)



विणापिट

मी, श्रीः/श्रीमतीः

यांच कायांत्रमास् थाद्वारे घोषित करता की, दुय्यम निबंधक, - नारिक - प्र

- या शिर्घकांचा दस्त नींदणीसाठी सादर करण्यात छाता आहे.

- रोजी मला दिलेल्या कुलमुखत्यार पंगाच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे. / निष्पादीत करून कनुलीजवाब दिला आहे. सदर कुलमुखत्यार पत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले भाही. किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कुणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणामुळे कुलमखत्यारपत्र रह्मातल ठरलेले.नाही. सदर'व कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे जथन चुकीचे आढळून आल्यास नोंदणी अधितियम १९०८ कलम ८२ अन्वरे शिक्स मी

पाग राहीन याचा मला जाणीव आहे.

हे घोषणापत्र लिह्न दिले असे.

दिनांक: 28/02/2021

रपन धारकाचे नाल व सही

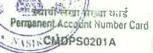
经济(



आरत सरकार Government of India



भारत सरकार GOVT. OF INDIA





Ali Janamuddin Siddiqui DOB 02/02/1992 Male



ALI JANAMUDDIN SIDDIQUI

पिता का नाम /Fither's Name JANAMUDD!N FIDAHUSSAIN SIDDIQUI

बन्ध को तार्राख / Date of Birth 02/02/1992





2644 5274 5415 मेरा आधार, मेरी पहचान



भारत सरकार GOVERNMENT DEADING



प्रवीण तुलसीदास सोमेया Pravin Tulsidas Somaiya

जन्म वर्ष / Year of Birth : 1962 पुरुष / Male

7371 4541 5820



आधार - सामान्य माणसाचा अधिकार

काई तेखा संख्या /PERMANENT ACCOUNT NUMBER





नाम /NAME PRAVIN TULSIDAS SOMAIYA

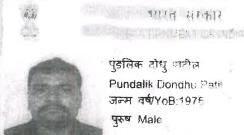
पिता का नाम /FATHER'S NAME TULSIDAS SOMAIYA

जन्म तिथि /DATE OF BIRTH 19-07-1962 R. D. Halmadding

हस्ताक्षर /SIGNATURE



आयकर आयुक्त, नासिक COMMISSIONER OF INCOME-TAX. NASIK



अस्त सम्कार

पुंडलिक टोधु जटील Pundalik Dondhu Patil जन्म वर्ष/YoB:1976 पुरुष Male





5815 8037 0698

आधार - सामान्य माणसाचा अधिकार

EALIHAM RAMA PATH E10201082

AKAPPIBASK



भारतीय विशिष्टा पहचान प्राधिकरण UNIQUE IDENSIFICATION AUTHORITY OF INDIA

पत्ताः

G/O: पुंडतिक दोंध् पाटील सहान माळी वाडा, धरणगाव

(रुरत), धरणगाव, अळगाव महाराष्ट्र, 425105

C/O: Pundalik Dondhu Patil Lahan Mali Wada, Dharangaon (Rural), Dharangaon, Jalgaon Maharashtra, 425105

Aadhaar - Aam Aadmi ka Adhikar



भारत सरकार Government of India

शरद बळीराम पाटील Sharad Baliram Patil जन्म वर्ष / Year of Birth : 1981 पुरुष / Male



7847 0926 9186

आधार - सामान्य माणसाचा अधिकार



Scanned with OKEN Scanner



मी/आम्ही खाली सही करणार मा. नांदणी महानिरीक्क प्रयाणुणे यांचे दि. ३०/१/१००० रोजीचे परिपत्रकानुसार असे धोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्रारे अथवा दुबार विकी होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहुन देणार /कुलमुखत्यारधारक हे खरे असुन आम्ही स्वत खात्री करुन घेतलेली आहे/आहोत.

सदर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रकीयेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक/ वारस हक्कदार / कब्जेदार / हितसंबंधीत व्यक्ती यांची मालकी ( Title ) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक ( P.A. older ) लिहुन देणार हे हयांत आहेत व उक्त मुखत्यारपत्र अधापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही यांची मी / आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बॅक बोजे, विकसन बोजे, शासन बोजे व कुलमुखत्यारधारकांनी केलेले व्यवहार पुर्ण करुन साक्षीदार समक्ष निष्पादित केलेला आहे.

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकुर, निष्पादक व्यकती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

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

नेंद्रणी नियम १९६१ चे नियम ४४ व वेळोवळी मा. न्यायालयाचे / मा. उच्च न्यायालयाने दिलेला निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही अधिकारो यांची जबाबदारी नाही. यांची आम्हांस पुर्णपणे जाणीव आहे.

स्थावर मिळकती विषयी सध्या होत असलेली फर्सवणुक / बनावटीकरण / संगनमत व त्या अनुशंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकती विषयी होउ नयेत म्हणुन आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायधानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली /बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशिर प्रश्न उदभवल्यास त्यास मी /आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार रहाणार आहोत. यांची आम्हांला पुर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रकियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरणी कायधानुसार कोणताही गुन्हा घडल्यांस मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षाच्या शिश्वेस पात्र राहणार आहोत यांची मला / आम्हांला पुर्णपणे जाणीव आहे. त्यामुळे हे धोषणापत्र /शपथपत्र दस्ताचा भाग म्हणुन जोडत आहोत.

दुन देणार

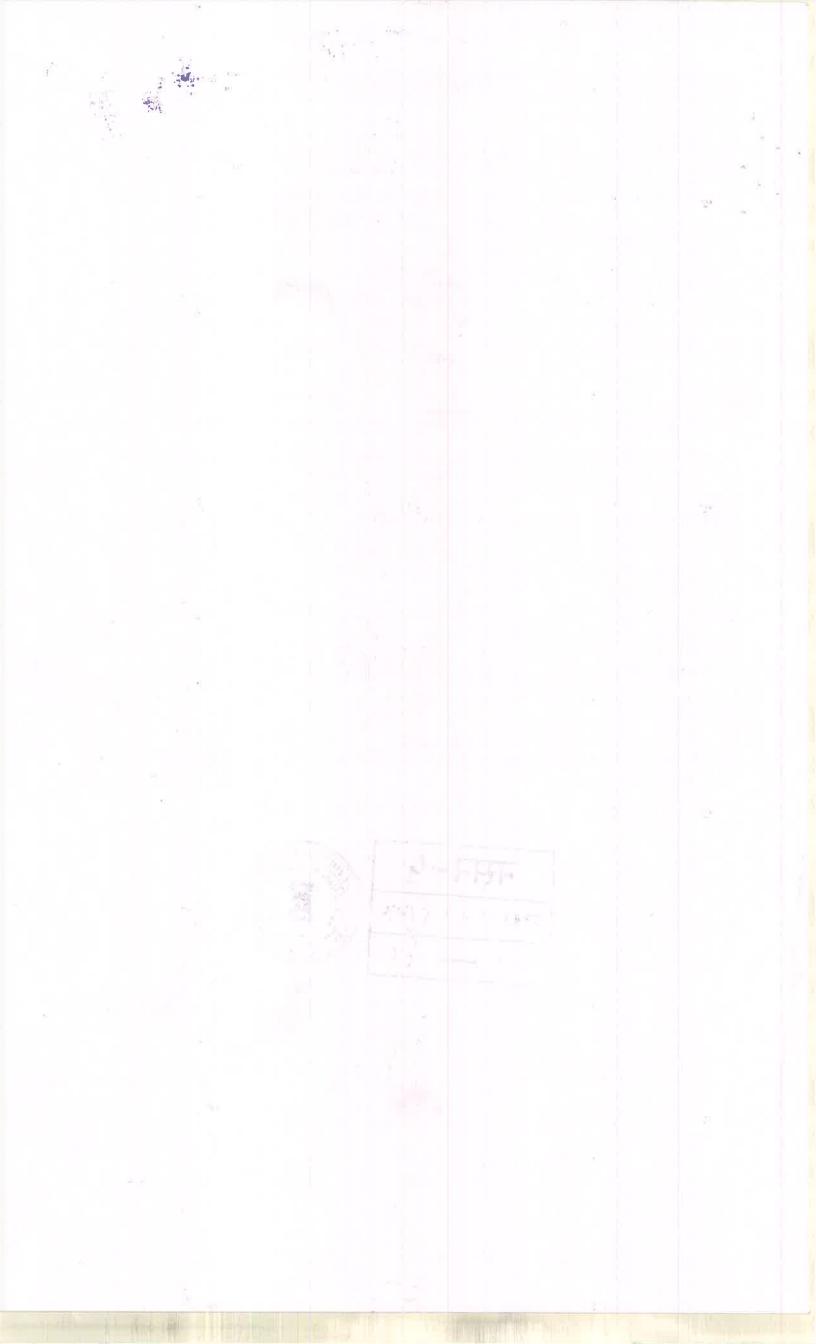
लिहुन घेणार

Mely



		मूल्यांकन पत्रव	म (शहरी क्षेत्र - बांधीव )					
Valuation ID 20250	0224706			24 February 2025,10:31:19 AM				
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग क्षेत्राचे नांव	2024 नाशिक तालुका : नाशिक 2.3-30 मी. रुंद ट Nashik Muncip	क्षिणोत्तर रस्ता हॉटेल	जत्राजवळील (हायवेच्या र सर्व्हे नंबर /न. भू. क्रम	दक्षिणेकडील) - रहिवास व तत्सः नांक : गट नंबर#335	म विभागातील मिळकती			
•	<b>धार मूल्यदर रु.</b> नेवासी सदनिका 6800	कार्यालय 42320	द्काने 46000	औद्योगीक 0	मोजमापनाचे एकक चौ. मीटर			
बांधीव क्षेत्राची माहिती								
बांधकाम क्षेत्र(Built Up)-	83.633चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव			
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.24200/-			
उद्ववाहन सुविधा	आहे	मजला -	5th to 10th Floor	कार्पेट क्षेत्र-	76,03चौ. मीटर			
घसा-यानुसार मिळकतीच	ा प्रति चौ. मीटर मूल्र	.,		घसा-यानुसार टक्केवारी )+ खुल्या जा	मेनीचा दर )			
<ol> <li>मुख्य मिळकतीचे मूल्य</li> </ol>		= Rs.38640/- = वरील प्रमाणे मूल्य व = 38640 * 83.633 = Rs.3231579.12/-	3600) * (100 / 100 ) ) + दर * मिळकतीचे क्षेत्र	13000)				
) बंदिस्त बाल्कनी जागेचे	क्षेत्र	9.58चौ. मीटर						
बंदिस्त बाल्कनी जागेचे	मूल्य	= 9.58 * 38640						
		= Rs.370171.2/-						
Applicable Rules	= 3, 9, 18, 19	,4(i)						
एकत्रित अंतिम मूल्य	गच्चीचे मूल्य + + बंदिस्त बाल्कन = A + B + C +	चे मूल्य +तळघराचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + ो +स्वयंपलित वाहनतळ · D + E + F + G + H + I + 0 + 0 + 0 + 0 + 0 + 0	खुल्या जमिनीवरील वाहन त + J	+ लगतच्या गच्चीचे मूल्य(खुती बाल्व ाळाचे मूल्य + इमारती भोवतीच्या खुव	कनी) + वरील न्या जागेचे मूल्य			
	=Rs.3601750/							







नसन-५ स्तक्र.( २५५४ /२०३५)

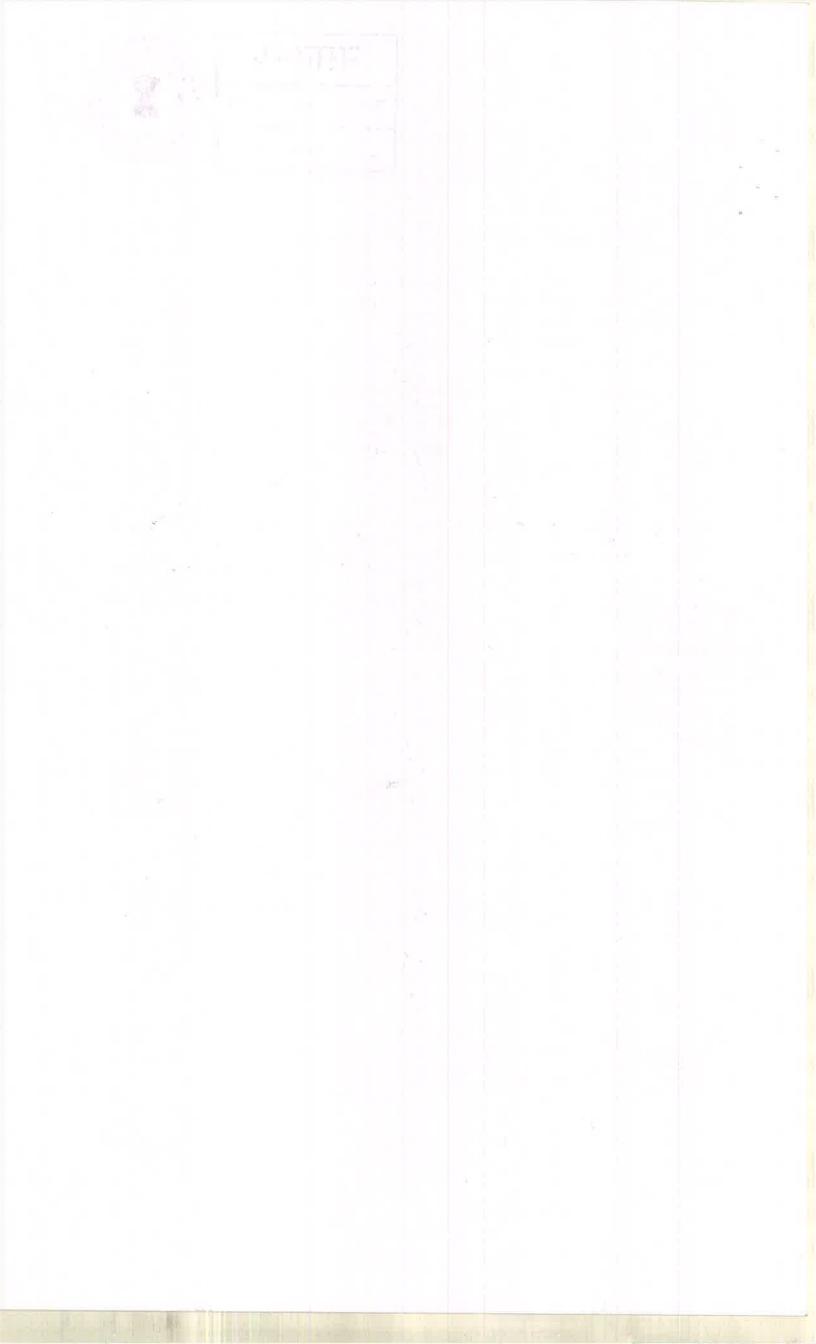


GRN MH016561665202425E BARCODE			III Date	21/02/2025-14:4	9:17	Form	ı ID	25.2	
Department Inspector General Of Registration			Payer Detai	ils					
Stamp Duty and Registration Fee	e together	TAX ID / TA	N (If Any)						
Type of Payment	PAN No.(If Applicable) AKAPP1943K								
Office Name NSK5_NASHIK 5 JOINT SUB REGIS	Full Name		Sharad Baliram Pa	atil					
Location NASHIK									
Year 2024-2025 One Time	Flat/Block N	lo.	Gat No.335/1plot/3	37/38/3	9/40				
Account Head Details	Premises/Building								
0030046401 Stamp Duty	Road/Street	t	Flat No.502 Carp area9.58 Sq.mtr.	et area	76.	.03 Sq.n	ntr. B	alcon	
0030063301 Registration Fee	30000.00	Area/Locali	ty	Adgaon-1					
		Town/City/E	District						
		PIN			4	2	2	0	3
		Remarks (If	Any)						
		PAN2=CMDPS0201A~SecondPartyName=R - Aryan Devel					Develop	ers th	rough
		Prop Ali Janamuddin Siddiqui~CA=3602000~Marketval=3601751							
DELACED									
₹246200.00	,		.,.						
		Amount In	Two Lak	h Forty Six Thousa	nd Two	Hun	ndred Ru	pees (	Onl
THAISFACE	2,46,200.00	Words	у						
Payment Details BANK OF MAHARAS	FOR USE IN RECEIVING BANK								
Cheque-DD Details	Bank CIN	Ref. No.	0230004202502	21333:	30 25	5052922	0397		
Cheque/DD No.	Bank Date	Date RBI Date 21/02/2025-14:50:30 Not Verified with			RBI				
Name of Bank		Bank-Branc	BANK OF MAHARASHTRA						
Name of Branch		Scroll No.,	Date	50222 , 24/02/2025					

Department ID : Mobile No. : 8080800555 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यात्यात नोदणी करावयाच्या दस्तांसाठी लागु आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

#### **Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-395-2554	0009218024202425	24/02/2025-15:13:50	IGR315	30000.00
2	(iS)-395-2554	0009218024202425	24/02/2025-15:13:50	IGR315	216200.00
			Total Defacement Amount		2,46,200.00



395/2554

सोमवार,24 फेब्रुवारी 2025 3:14 म.नं.

दस्त गोषवारा भाग-1

नसन5 20-21 दस्त क्रमांक: 2554/2025

दस्त क्रमांक: नसन5 /2554/2025

बाजार मुल्य: रु. 36,01,750/-

मोबदला: रु. 36,02,000/-

भरलेले मुद्रांक शुल्क: रु.2,16,200/-

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

अ. क्रं. 2554 वर दि.24-02-2025

रोजी 3:11 म.नं. वा. हजर केला.

पावती:3235

पावती दिनांक: 24/02/2025

सादरकरणाराचे नाव: शरद बळीराम पाटील

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 960.00

पृष्टांची संख्या: 48

एक्ण: 30960.00

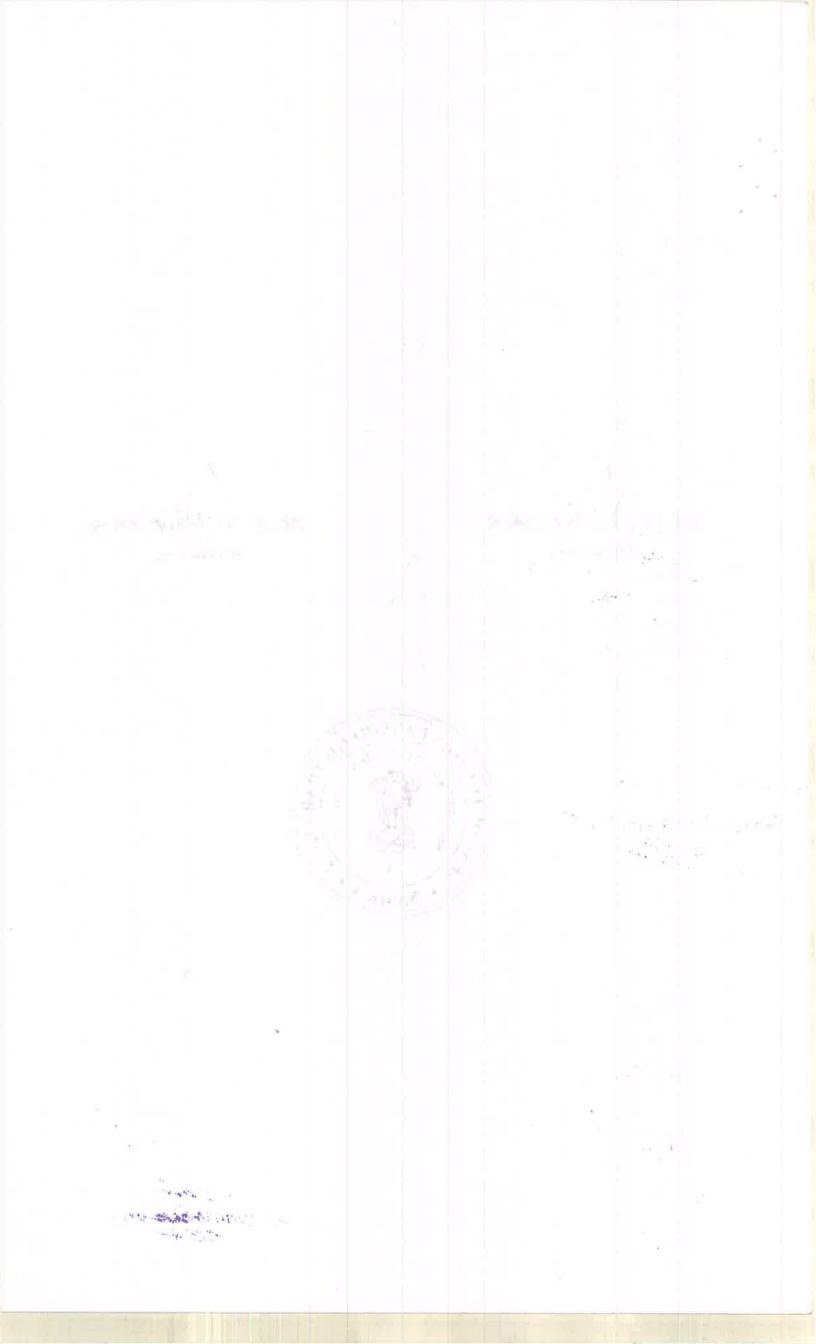
जाशिक-५

दस्ताचा प्रक्रार: विक्री करारनामा

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

शिक्का क्रं. 1 24 / 02 / 2025 03 : 11 : 53 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 24 / 02 / 2025 03 : 13 : 35 PM ची वेळ: (फी)



#### 24/02/2025 3 16:29 PM

दस्त क्रमांक :नसन5/2554/2025 दस्ताचा प्रकार :-विक्री करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

> नाव:आर-आर्यन डेव्हलपर्स तर्फे प्रोप्रा अली जनामुद्दीन सिद्दीकी पत्ता:प्लॉट नं: 4, माळा नं: ., इमारतीचे नाव: नीलम गार्डन , ब्लॉक वय :-33 नं: द्वारका नाशिक , रोड नं: टाकळी रोड, महाराष्ट्र, णास्:ईक. पॅन नंबर:CMDPS0201A

पक्षकाराचा प्रकार

लिहुन देणार स्वाक्षरी:-

छायाचित्र



नाव:प्रविण नुलसीदास सोमैय्या यांचे तर्फे ज. मु. धारक म्हणुन आर- लिहून देणार 2 आर्यन डेव्हलपर्म तर्फे प्रोप्रा अली जनामुद्दीन सिद्दीकी पत्ता:प्लॉट नं: 4, माळा नं: ., इमारतीचे नाव: नीलम गार्डन , ब्लॉक स्वाक्षरी:-नं: द्वारका नाशिक , रोड नं: टाकळी रोड, महाराष्ट्र, NASHIK. पॅन नंबर:CMDPS0201A

वय :-33





नाव:शरद बळीराम पाटील 3 पत्ता:प्लॉट नं: 45, माळा नं: 0, इमारतीचे नाव: भाग्यलक्ष्मी कॉलनी, ब्लॉक नं: पाचोरा जि जळगाव , रोड नं: भडगाव रोड, महाराष्ट्र, जलगांव. पॅन नंबर:AKAPP1943K

लिहून घेणा वय :-44 स्वाक्षरी:-





वरील दस्तऐवज करुन द्वेणार तथाकथीत विक्री करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

शिक्का क.3 र्जी वेक:24 02 / 2025 03 : 15 : 51 PM

भेजकार व्यक्ति निवंध्यक वर्ग-९

सदर इसम द्वन्यम निबंधक यांच्या ओळखीचे असुन दस्तऐवज करुन देणा-<mark>यानां व्यक्तीशः ओळखतात,</mark> व त्यांची ओळख पटवितात अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:वकील मयूर कुमारपाल चोपडा पत्ता:दामोधर चेंबर कान्हेरेवाडी नाशिक पिन कोड:422001







शिक्का क्र.4 वेळा २4 / 02 / 2025 03 : 16 : 16 PM

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Payment (4112)

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Sharad Baliram Patil	eChallan	02300042025022133330	MH016561665202425E	216200.00	SD	0009218024202425	24/02/2025
2		DHC		0225244713319	960	RF	0225244713319D	24/02/2025
3	Sharad Baliram Patil	eChallan		MH016561665202425E	30000	RF	0009218024202425	24/02/2025

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

या दरतामध्ये रकुण ाड पाने आहेत

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2554 /2025

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

सह. दुख्यम निर्देख

