

## Matharashtra 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 P51600015100 P51600015100

Project: Tulip Tower: Plot Bearing / CTS / Survey / Final Plot No. S.R. NO.511/10/2/3, PLOT NO.31 Neshill, Hashill, 422013 Washik, 422011.

- 1. Classic Builders And Developers having its registered office / principal place of business at Tahsif Borivali District: Mumbai Suburban, Pin: 400097.
- 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;

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 24/01/2018 and ending with 31/12/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid Digitally Signed by Dr. Vasant Fremanand Prabhu (Secretary, MahaRERA) Date:1/24/2018 11:44:05 AM

Dated: 24/01/2018 Place: Mumbai

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



| 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1.2.19 | 1

Regis. Fees

## Agreement to Sale

Model Form of RERA

This Agreement is made at Nashik this 30 day of March in the year 2018.

### BETWEEN

Classic Builder & Developers

A partnership firm, through its partner

Pan No. AAEFC 4280 G

Mr. Khan Feroz Usman

Occ: Business Age: 44,

Add: White Cottage, Maqbool Manzil,

Pathanwadi, Malad (E), Mumbai-97.

Hereinaster referred to as "The Promoter" of the One Part

#### AND

1. Mr. Shaikh Gayas Tayyab

Age :34, Occupation : Business

Pan No. CCPPS 4098 R

2. Mrs. Shaikh Rizwana Gayas

Age :31, Occupation : Housewife

Pan No. EKDPS 5324 E

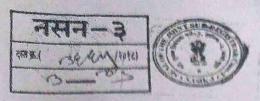
Address: 106, Panchshil Nagar, Ganjmal, Nashik-1

Hereinafter referred to as "The Allottee" of the Other Part.

WHEREAS Survey No.511 of Nashik was owned by the Mrs. Radhabai Narhal Thakur.

AND WHEREAS that Mrs. Radhabai had died on 26/06/1933. That late Radhabai had one daughter named Chotubai. The name of Chotubai is recorded in the record of rights of the above property as heir of Radhabhai as per Mutation Entry No. 2303 in the year 1934. Thereafter Chotubai married to Mr. Ramkrushna Mirajkar and her name was changed to Mrs. Pramilabai Ramkrushna Mirajkar as per Mutation Entry No.12415 in the year 1971.





AND WHEREAS Mangal Gardens Pvt. Ltd. had purchased area admeasuring 2000 Sq. Mirs. Out of Survey no. 511 from Mrs. Pramilabsi Ramkrushna Mirajkar as per sale deed 29/04/1989 and said sale deed has been registered with the Sub-registrar, Nashik at Sr. No. 2668. As per the sale deed dated 29/04/1989 name of the Mangal Gardens Pvt. Ltd. was recorded as per Mutation Entry no.27670 in the year 1991.

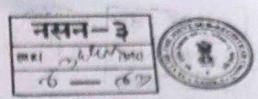
AND WHEREAS Pooja Kutir Nirman Pvt. Ltd. had purchased area admeasuring 2000 Sq. Mtrs. Out of Survey no. 511 from Mrs. Pramilabai Ramkrushna Mirajkar as per Sale Deed 29/04/1989 and said Sale Deed has been registered with the sub-registrar, Nashik at Sr. No. 2666. As per the sale deed dated 29/04/1989 name of the Pooja Kutir Nirman Pvt. Ltd. was recorded as per mutation entry no.27671 in the year 1991.

AND WHEREAS Bhakti Ghar Nirman Pvt. Ltd. had purchased area admeasuring 2000 Sq. Mtrs. out of Survey no. 511 from Mrs. Pramilabai Ramkrushna Mirajkar as per Sale Deed 29/04/1989 and said Sale Deed has been registered with the sub-registrar, Nashik at Sr. No. 2669. As per the sale deed dated 29/04/1989 name of the Bhakti Ghar Nirman Pvt. Ltd. was ecorded as per mutation entry no.27672 in the year 1991.

AND WHEREAS Thakkar Kutir Nirman Pvt. Ltd. had purchased area admeasuring 2000 Sq. Mtrs. out of Survey no. 511 from Mrs. Pramilabai Ramkrushna Mirajkar as per Sale Deed 29/04/1989 and said sale deed has been registered with the sub-registrar, Nashik at Sr. No. 2667. As per the sale deed dated 29/04/1989 name of the Bhakti Ghar Nirman Pvt. And. was recorded as per mutation entry no.27673 in the year 1991.

AND WHEREAS the above owners had prepared final layout of 8000 sq.mtrs. out of said Survey No.511 and same has been sanctioned by Nashik Municipal Corporation vide its Letter No.Town planning /Final/Nashik / 39/399 Dt.08/06/2004 and also converted 8000 sq.mtrs. out of Survey No.511 into non-agricultural tenure as per order of Collector of Nashik under the provision of S.44 of Maharashtra Land Revenue Code on 28/05/2012 vide outward No. Mah/Kash-3/4/N.A.L.N./95/2012.

AND WHEREAS the Promoter have purchased Plot no.3 admeasuring 920 Sq.mts. out of Survey No.511/10/2/3 from above Thakkar Kutir Nirman Pvt. Ltd. as per Sale deed dt.18/07/2012 and the said sale deed is registered with Sub-registrar, Nashik-5 at Sr. No. 6352/2012. As per the said Sale Deed the name of the Promoter is recorded in the record of rights of the said Plot No.3 as per M. E. No. 84729 in the year 2012.



AND WHEREAS the said property shall be hereinafter referred to as the "Said Property" and property more particularly described in Schedule II herein after as the "Said Premises" for the sake of brevity.

AND WHEREAS the Promoter is entitled to develop and dispose of all the said Property and the constructed premises from and out of the building construction carried out therein and to receive the consideration in respect thereof.

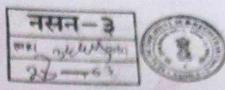
AND WHEREAS the Promoter is desirous to develop the said property, the building and its units subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the connected provisions thereof;

AND WHEREAS Promoter has appointed Mr. Jayant Deshmukh as the Architect and B.P. Bhavsar as the R.C.C. and Structural Engineer for the projects.

AND WHEREAS the building plan is approved and sanctioned by the Nashik Municipal Corporation for the said project on 12/12/2012 vide No.LND/BP/A-1/154/4741. The Promoter has completed the construction of the building upto ground floor + stilt floor + three upper floor residential premises. The "Tulip Tower" Apartment building has 5 persons lift facility. The Promoter has revised the building plan of the said building for the construction of 4<sup>th</sup> floor and Nashik Municipal Corporation has sanctioned the said building plan on 18/01/2018 as per A1/528/13381. The construction of building is completed by the Promoter and the Nashik Municipal Corporation has issued completion certificate on 26/03/2018 as per outward no Townplanning/A-1/20932/18781.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection to the purchaser all the documents of the title relating to the said properties which are more particularly described in Schedule-I here under written. The Purchaser having inspected all the relevant documents i.e. 7/12 and Mutation Entries for last 30 years, sale deeds, and other Documents mentioned in above paragraph, NA order, layout, title and search certificate commencement certificate and approved building plan in respect to the said properties and being satisfied about the title of the owner and the rights and authorities of the Promoter of developing the said property and disposal thereof;





- vi) Any suit, action, litigation, disputes restraining the development of the said plot.
- vii) Any change in any law, notification, and regulation relating to the development of the said Project.
- viii) Any delay that may be caused by local approving authority due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters.
- Any delay caused on account of lapses on the part of various competent authority for not providing and making available the required NOC for obtaining occupation certificate such as (i) Fire NOC; (ii) Lift License; (iii) Drainage NOC; (iv) Horticulture NOC; (v) No Dues Certificate; (vi) Health NOC (vii) Water Supply NOC.

#### Name of Allottee

- 1. Mr. Shaikh Gayas Tayyab
- 2. Mrs. Shaikh Rizwana Gayas

Address: 106, Panchshil Nagar, Ganjmal, Nashik-1 (Allottee's Address)

Notified Email ID:

Promoter Name
Classic Builder & Developers
A partnership firm, through its partner
Mr. Khan Feroz Usman

Add: White Cottage, Maqbool Manzil, Pathanwadi, Malad (E), Mumbai-97. (Promoter Address)

Notified Email ID: tuliptower2013@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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28. JOINT ALLOTTEES





That in case there are joint Allottee all communications shall be some by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

- Stamp Duty and Registration: The charges towards stamp duty and 20. Registration of this agreement shall be borne by the Allottee.
- Dispute Resolution:- Any dispute between parties shall be settled 30. amicably. In case of failure to settled the dispute amicably, which shall be referred to the authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### GOVERNING LAW 31.

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

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

#### First Schedule Above Referred to

Il that Non Agricultural property situated layout bearing Plot No.3 nearly out of Survey No.511/10/2/3, admeasuring 920 Sq. Mtrs. its final No 34 TPS-II of Village Nashik, Taluka and District Nashik situated hip he limits of Nashik Municipal Corporation bounded as under:

On or towards

By

East

18 mtrs D.P. Road.(Wadal Road)

South:

Layout of Survey No. 511/11

West:

Plot no. 04 & 08

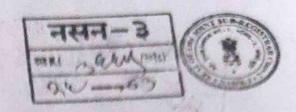
North:

Plot No. 02

## Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

- 1. Staircase
- 2. Common Passage
- 3. Common Parking



4. Common Terrace

5. Common area for ingress and outgress

#### SCHEDULE 'A'

Upon the property more particularly set out in schedule I above construction of a building known in the name and style as "Telip Tower" Apartment from and out of the said building constructed premises situated in the building a Flat / Unit No.305 admeasuring 52.72 sq. mtrs. earpet + Balcony admeasuring 8.06 sq.mtrs. area approximate situated on the Second Floor, which includes the area of 02 rooms +Hall+ kitchen + balcony and WC bath. The said premises is bounded as per approved building plan constructed on Plot No.3 from and out of Survey No.511/10/2/3, admeasuring 920 Sq. Mtrs. its final Plot No.34 TPS-II of Village Nashik, Taluka and District Nashik.

All the said premises together with all common amenities, rights of access, easement etc.

# SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT

#### ANNEXURE - A

Name of the Attorney at Law/Advocate, Add: Date:

No. RE.:

I hereby certified that title of the said property and the said premises is clear, marketable and free from encumbrance.

The Schedule Above Referred to

(Description of Property)All that Non Agricultural property situated layout bearing Plot No.3 from and out of Survey No. 511/10/2/3, admeasuring 920 Sq. Mtrs. of Village Nashik, Taluka and District Nashik situated within the limits of Nashik Municipal Corporation.

Copy of attached to this agreement.

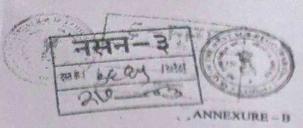
Place:

Dt.

(Signed)
Signature of Attorney-at-Law/Advocate

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Extract Village forms VI or VII and XII showing nature of the title of the Promoter/Lessor/Original Owner/ Promoter to the project land).

### ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned local authority).

## ANNEXURE - C-2

(Authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

### ANNEXURE - D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

### ANNEXURE - E Amenities

R.C.C. Framed Earthquake Resistant Structure.

Decorative Designer entrance lobby. Decorative main entrance gate.

Parking space.

oncealed telephone wiring and cable point in living and bedroom.

oncealed electrical wiring and adequate numbers of electrical points, with

chor/Roma fittings or equivalent. Internal walls treated with wall putty.

THE Quality painting on internal wall.

External sand faced plaster with semi acrylic paint.

odized aluminium window.

X2 vitrified the flooring,

Marble window frames.

Steel sink.

Glazed tiles in toilet up to ceiling.

Concealed plumbing with jaguar or equivalent type fittings.

Lift of reputed brand. 16.

Parking Area with paving block/ chequered files etc. 17.

Inverter backup for lift. 18.

Solar powered lighting for compound and common areas. 19.

Wooden flooring in master bedroom. 20.

Video door phone for each flat. 21.

Intercom Facility in every flat. 22.

Received of and from the Allottee above named the sum of Rs.3,40,000/- (Rupees Three Lukh Forty Thousand only) on execution of this agreement towards Earnest Money Deposit or application fee

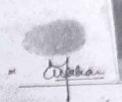


I say received.

The Promoter's

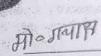
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED ABOVE.

Signed Sealed & Delivered by the within named Promoter
Classic Builder & Developers
A partnership firm, through its partner
Mr. Khan Feroz Usman





Signed Sealed & Delivered by the within named Purchaser/Allottee
1. Mr. Shaikh Gayas Tayyab







2. Mrs. Shaikh Rizwana Gayas



WIINESS:

1. Ayyub Shoikh

2. Hiskam shoulth

Shailly.

48 hinkha

## घोषणापत्र/शपथपत्र

मी /आम्ही खालीसही करणार मा.नोंदणी महानिरीक्षक म.रा. पुणे यांचे दि.२०/१९/२०१३ रोजीचे परिपत्रकानुसार असेघोषित करतो की, नोंदणीसाठीसादर केलेल्या दस्तरेवजातील मिककत हि फसवणुळीद्वारे अथवा दुबार विक्रीहोत नाही त्याबाबत याचा आम्ही अभिलेख शोधघेतलेला आहे / आहोत. सदर मोंदणीचा दस्तरेवज निष्पादित करतांना नोंदणी प्रक्रीयेनुसार आमच्या जबाबदारीने में/आम्ही

सदर मोंदणीचा दस्तएवज निष्पदित करतांना नोदणी प्रक्रीयनुसार आमध्या जवाबदारा परिवार करतांना नोदणी प्रक्रीयनुसार आमध्या जवाबदारा परिवार वस्तातील मिळकतीचे मालक/वार सहक्कदार/ कबजेदार/ वित्तसंबंधित व्यक्ती यांची मालकी (Title) तसेच दस्तातील मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहुन देणार हे ह्यात आहेतव उत्त मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहुन देणार हे ह्यात आहेतव उत्त मिळकतीचे मालकाने अस्तित्वात आहे व आजपादोतो रह सालेले नाही यांची मी/ आमही खादी देत आहोत. मुखत्यारपत्र अद्यापदी अस्तित्वात आहे व आजपादोतो रह सालेले नाही यांची मी/ आमही खादी देत आहोत. नरसेच सदरची मिळकत शासन मालकीची नाहीच मिळकतीतील इतरहक्क, कर्ज, बँक बोजे, विकलन बोजे, तसेच सदरची मिळकत शासन मालकीची नाहीच मिळकतीतील इतरहक्क, कर्ज, बँक बोजे, विकलन बोजे,

