340/3835	पावती		Original/Duplicate
Friday,June 09 ,2017			नोंदणी कं. :39म
4:34 PM			Regn.:39M

पावती क्रं.: 4771 दिनांक: 09/06/2017

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसल3-3835-2017

दस्तऐवजाचा प्रकार : विक्रीसाठीकरारनामा

सादर करणाऱ्याचे नाव: मे.जयकुमार कन्स्ट्रक्शन्स् एलएलपी PAN-AAJFJ0360P तर्फे भागीदार श्री.मर्झियान होशी पटेल यांचे स्पेशल मुखत्यार म्हणून श्री.भोजराज तिलप ऐर - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 920.00
डाटा एन्ट्री	रु. 20.00
पृष्ठांची संख्या: 46	
एकूण:	रु. 30940.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ वेबसाईट 4:52 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

बाजार मुल्य: रु.45452000 /-

मोबदला रु.44625000/-

भरलेले मुद्रांक शुल्क : रु. 2272600/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001324919201718S दिनांक: 09/06/2017
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 940/-

मूळ दस्त परत केला
व सही घेतली.

GOVERNMENT OF MAHARASHTRA
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

1617367055849S

Bank/Branch: IBKL - 6910303/NASHIK
Pmt Txn id : 123532950
Pmt DtTime : 15-MAY-2017010:36:50
ChallanIdNo: 6910333201705155010S
District : 5101-NASHIK

Stationery No: 1617367055849S
Print DtTime : 15-May-2017017:17:00
GRAS GRN : MH001324919201716S
Office Name : IGR313-NSK3_NASHIK 3 JO
GRN Date : 12-May-2017013:30:50

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 22,72,600/- (Rs Two Two, Seven Two, Six Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : 5(g-a)(ii)-Development Agreement
Prop Nvblty: Immovable Consideration: R 4,46,25,000/-
Prop Descr : Survey No 257 1E,and 257 1e Part,Nashik,,Panchavati,Nashik,Maharashtra,422003
Duty Payer: PAN-AAJFJ0360F,Jaikumar Constructions Ltd

Other Party: PAN-ABFFA2203B,Areehant Developers

Bank official1 Name & Signature 108198

Bank official2 Name & Signature - 123254

Space for customer/office use - - - Please write below this line --- ---

नोंदणी-३
दस्त क्र. ३८३५ /२०१७
९ — ००

Govt. Valuation Rs. 4,54,52,000/-
Stamp of Rs. 22,72,600/-
Zone No. Nashik- 1.3.69

Consideration Rs. 4,46,25,000/-
Registration Fee Rs. 30,000/-

॥श्री॥

Development Agreement

THIS DEED OF DEVELOPMENT AGREEMENT is made and executed, on this 15th day of the Month of May in the Christian year Two Thousand Seventeen, at Nashik.

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

नमुना-३
दस्त नं. ३८३५ /२०१७
२ — ४८

BETWEEN

M/s Areehant Developers
Partnership Firm through its Partner
PAN-ABFFA 2203 B
Mr. Nagindas Zaverchand Mehta
Age- 73 Years, Occ. - Business
R/o.- 11/A, Shivkrupa, H-Wing, Old Nagardas Road,
Opp. Govardhan Nath Haveli, Andheri(E), Mumbai-400069.

Hereinafter called "THE OWNER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, representatives, assignees and administrators) of the ONE PART.

AND

M/s. Jaikumar Constructions LLP
is registered under the provisions of
Limited Liability Partnership Act 2008,
PAN -AAJFJ 0360 P
through its Partner
Shri. Merzyan Hosi Patel
Age : 39 Years, Occupation :- Business & Agriculturist,
Office At - Survey No. 256+257 Opp. Rasbihari International School,
Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati,
Nashik-422003.

Hereinafter called "THE DEVELOPER" (which expression shall unless it be repugnant to the context of meaning thereof mean and include the said Limited Liability Partnership through its partner for the time being constituting the said Limited Liability Partnership firm through their executors, administrators, representatives and assigns) of the OTHER PART:

WHEREAS :

1. M/s. Areehant Developers through their partner are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land lying and being at Nashik, Taluka & District Nashik, within the limits of Nashik Municipal

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 • NASIK-3 •

Corporation, Nashik, bearing Survey No. 257/1E, area admeasuring 0 Hector 32.9 Ares & land bearing Survey No. 257/1e area admeasuring 0 Hector 07.10 Ares and it is more particularly described in the **Schedule - I - A & B** hereunder written and delineated on the plan thereof hereto annexed and there on shown surrounded by coloured boundary line (hereinafter called **"The Said Property"**)

2. The owner are desirous of developing the said property, however the owner have not in a position to develop the said property due to engagements in other business activities, and living in Mumbai. Thus the owner mutually decided to give the said property for development to a suitable and competent developer.

3. The developer has approached the owner and has requested the owner to permit them to develop the said property as per the plans that may be sanctioned by the Nashik Municipal Corporation and other concerned authorities and to put up building / buildings thereon at their own costs and expenses, which the owners have agreed to do on certain terms and conditions mutually agreed upon by and between them.

4. The parties hereto are desirous of recording the said terms and conditions of development of the said property in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The owner shall permit the developer and the developer shall develop at their own costs, risks, expenses and responsibility and on "Principal to Principal" basis and not as agents of the owners by constructing building / buildings on the said property situate, lying and being at Nashik, Taluka & District Nashik in the Registration District and Sub-Registration of Nashik District area admeasuring 4000 Sq. Mtrs. or thereabout bearing Survey No. 257/1E & 257/1e(P) and more particularly described in the schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by coloured boundary line (hereinafter called "the

नसन – ३

दस्त क्र. ३८३५ /२०१४

५ — ४४

said property") as per the plans that may be sanctioned by the Nashik Municipal Corporation and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and shall consume and utilise thereon the entire Floor Space Index (FSI) as per D. C. Rules of Nashik Municipal Corporation. The developer is also entitled to use & utilise TDR, FSI for construction of buildings on the said property as may be permissible under the rules & regulations of Nashik Municipal Corporation.

2. The owner permitted the developers to develop the said property and the developer has agreed to pay the owner, the consideration of the development of the said property in the following manner :-

a) It is agreed between the parties that the developer shall develop the area mentioned in schedule and construct group housing project on the said area by obtaining necessary permissions from the Nashik Municipal Corporation, Nashik.

b) In pursuance of Development Agreement Developer shall give 17,500 Sq. Ft. carpet area to the owner as a consideration of the development of the project.

c) It is also mutually agreed between the parties that, the developer will not handover the above mentioned area to the owner but the developer should sale out the above mentioned 17,500 Sq. Ft. carpet area, on behalf of the owner and handover the sale amount to the owner as a consideration of the development.

d) The owner has permitted the developer to sale the remaining constructed area / premises to the prospective purchaser/s and retain the sale price with them.

e) It is also specifically agreed between the parties that, the owner shall only be entitled to the sale amount of 17,500 Sq. Fit. carpet area. The infrastructure, legal, MSEDCL, maintenance, maintenance deposit etc. charges which will be applicable to each flat premises shall be collected by the developer or collected through the institution formed by the developer.

f) It is agreed between the parties to this deed that all the development activities on the said property shall be carried by the developer at their own costs and expenses.

In pursuance whereof the developer is permitted to sale the remaining constructed premises out of the building / buildings to be constructed on the said property mentioned in schedule at such price as may be Developer thinks fit so from time to time as per progress of construction.

g) It is hereby made clear between the parties to this deed that the aforesaid consideration of carpet area is fixed only in respect of total carpet area from proposed building constructed on area mentioned in Schedule-I by using TDR / FSI.

h) It is agreed between the parties that except the aforesaid consideration, the owner would not be entitled to any form of additional consideration or amount.

i) In case of delay in sale of flats for any reason whatsoever, the developer hereby agrees to pay sum amount as advance to the land owner as decided mutually between them, however, the land owner would be liable to treat the said amount as refundable and should be refunded in case of cancellation of bookings or no bookings.

j) It is also agreed between the parties that, before the completion of building / buildings due to the changes in rules and regulations or amendment carried in Maharashtra Town Planning Act, if the developer will gets any additional FSI / TDR / Premium FSI / Fungible FSI from competent authority in that case developer shall utilise additional FSI / TDR / Premium FSI/ Fungible FSI for construction of additional floors on the building / buildings. At that time the owner will be entitled to a 41.4 % share in the additional area being constructed due to the new amendment or changes in the MRTP Act. In that case owner shall bear all expenses to get additional FSI / TDR / Fungible FSI and also bear all expenses for the transfer of above mentioned constructed area on their name.

k) The developer should submit the building plans to the NMC, Nashik on behalf of the owner, to obtain the permissions regarding the development of the said property. The developer shall at their own costs get the said plans sanctioned from the Nashik Municipal Corporation and other concerned authorities. The developer is entitled to prepare the building plans as per their own choice &

नमुना – ३

discretion.

l) The owner declared that, property mentioned in schedule is clear, marketable & free from all encumbrances. Owner assured that if any objection will arise during the period of development work relating to the title of the property owner shall responsible to clear the same & responsible for all the expenses to that effect. The Development of the said Property is not prevented by any prescribed law. If any objection shall / will arise during the development of the property, it is the sole responsibility of owner to remove all those objections by their own expenses & also to save & keep safe all interest of Developer. Owner has declared that they have indemnified developer from all the losses, objections & encumbrances.

m) As well as on behalf of the owner and the developer for himself shall jointly get the said property surveyed and ascertain the exact area of the said property. As soon as joint survey work is completed the developer shall construct at their own costs a boundary wall surrounding the said property. If at the time of construction of the said boundary wall, any objection or obstruction is received by the developer then in that event, the developer shall forthwith bring the same to the notice of the owner and the owner shall at their own costs remove such obstruction or objection.

SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-3

3. The owner has informed and represented to the developer that :-

a) There is no reservation on the said property and owner is not received any notice /notices from any Government authority to that effect.

b) The owner or any one on their behalf has or have / not received any notice for acquisition of the said property or any part or portion thereof till the execution of this agreement.

c) The owner have not entered into any agreement for sale or development in respect of the said property or any part or portion thereof with any other person / party prior to the execution of this Agreement.

d) The owner or any one on their behalf has or have not created any adverse right in respect of the said property;

e) The title of the said property is clear and marketable.

f) The zone of the said property is changed as per Government Notification hence property comes under Residential Zone. Now there is no restriction from any Government body or authority.

g) N. A order has been give by Collector, Nashik for Residential purpose vide no. Maha/Kaksha-3/4 N.A. Letter No. /443 / 2012 Nashik, Dated 26/11/2012.

on relying and belief upon above declaration of the Owner, the Developer has taken the said property for Development of Residential Project on the said property.

4. The owner shall within a period of seven days from the date of execution of this agreement, handover to the developers' advocates all original documents and title deeds relating to the said property for enabling the developers' advocate and solicitors to investigate the owners title to the said property. It is the sole responsibility of owner that any defect in title shall occur is clear by owner himself, by their own expenses.

5. The owners shall at their own costs but subject to what is stated hereinabove make out a clear and marketable title to the said property free from all encumbrances and shall at their own costs get in all outstanding estates and clear all defects in title, such as claims by way of sale, exchange, mortgage, gift, trust, inheritance possession, lien or lease or otherwise and deduce a marketable title to the said property.

6. The owner and all other necessary parties shall make and execute a proper deed of conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the said property and such conveyance shall be in favour of the developer or their nominee or nominees including a Co-operative Housing Society Ltd., Apartment Owners Association, etc.

नसन-३
दस्त क्र. ३३५ /२०१७
९ — ४०

7. The owner has given the right to the developer to develop his property on the basis that, the developer should give him the consideration mentioned hereinabove and has also given him the right to keep the rest of the constructed area or the sale amount of the constructed area with himself. It is also agreed between the parties that the owner has no right to interfere in the development work, it is the sole authority & sole responsibility of the developer.

8. On the execution of this agreement, the owner shall grant the developers license to enter upon the said property as bare licensees only for enabling them to develop the said property against the payment of agreed consideration amount to the owner as said hereinabove. It is hereby expressly agreed that the possession of the said property is not being given or intended to be given to the developers in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

9. The developer shall be entitled to proceed with the development of the said property and construction of the building / buildings on the said property strictly in accordance with the plans in respect thereof as may be got approved by the developer and also in accordance with the rules and regulations of the Nashik Municipal Corporation and other concerned authorities and the Development Control Rules. The developer shall throughout hereinafter and always save harmless and keep indemnified the owner resulting on account of any act or omission or any breach, delay or default on the part of the developer in developing the said property of any rules, regulations terms or conditions or otherwise.

10. The owner hereby agrees that, the Developer shall amalgamate the area owned and possessed by land owner and adjoining co-owners, to that effect obtain due permissions for sanctioning of joint lay-out or joint building permission from competent authority or to get approval and obtain permission from D.I.L.R. office, and get necessary orders from competent authority. To give an application for bringing changes on 7/12 extract.

11. The developer will be entitled to modify or revise the approved buildings plans as they deem fit provided the modifications / revision shall be within or as per the provisions of approved by laws of Nashik Municipal Corporation, Nashik.

12. The developer shall in the course of erection and completion of the said buildings do all lawful acts and things with the provisions of the statutes applicable there to and with the bye-laws and the rules and regulations of the Nashik Municipal Corporation, Nashik, Development Control Rules and the Rules and Regulations of any other public body or / local authority or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the owner indemnified of, from and against all claims for the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of possession all claims, easements, outgoings rates, rents municipal taxes and other dues, duties, impositions and burdens at any time hereafter chargeable against the owner or occupier by statutes or otherwise relating to the said property or any building/ s thereon as and when they shall become due and / or payable and shall keep the owners indemnified of from and against the payment thereof.

13. Subject as aforesaid the developer shall at their own costs, risk and responsibility obtain all other necessary NOCs, permissions and sanctions and extensions etc. from the competent Authorities and Nashik Municipal Corporation, Nashik and all other concerned authorities for the development of the said property and erection of the buildings on the said property.

14. The developer shall not at any time cause or permit any public or private nuisance in or upon the said property

नसन-३
दस्त क्र. ३८३१ /२०१७
१२ — १८

or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the owners or to the occupants of the neighboring properties.

15. It shall be the responsibility of the developer to complete the entire development and construction of the proposed buildings on the said property within a period of 4 years from the date of sanction of revised building plans. If the construction of the said buildings shall be completely finished as per the plans approved by the Municipal Corporation, Nashik and the sanctioned scheme or within such period it shall be allowed or fixed and shall have observed and performed all the stipulations herein contained then the owners shall grant and the developers shall accept a conveyance of the said property. The conveyance shall be executed in favour of the developer or their nominee including a co-operative Housing Society or Apartment Owners Association.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

Provided that the Developer shall be entitled to reasonable extension of time for giving consideration of Flat to the owner beyond the aforesaid period, on account of:

i) Non-availability of steel, cement, other building material, water or electric supply.

ii) War, Civil Commotion or act of God such as flood, Earthquake, Temptation and other Natural calamities of like nature.

iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.

iv) Any stay or injunction order from any Court.

v) Pendency of any litigation or objection to the title of property.

vi) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

vii) Delay by local authorities / State level authorities for granting necessary environment clearance certificate and delay in grant of No Objection Certificate from Maharashtra Pollution Control Board.

viii) Any other circumstances beyond the control of the

Developer.

ix) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.

x) Delay in grant of any NOC/ permission / license/ connection installation of any services such as elevators, electricity and water connections and electric meters to the scheme / flat / road etc. or completion certificate from any appropriate authority.

16. The owner state that they have already paid all the land revenue payable to the Collector of Nashik, State Government & there are no dues payable to any of the aforesaid authorities. As well as owners obtained N. A. permission from the Collector, Nashik but it's effect on the revenue record of the property has not been taken. Owner assured that all the compliance relating to this shall be made by owner himself & bear all expenses to that effect The developer shall pay all the outgoings from the date owner put the developer in possession of the said property as Licensees, subject to all previous claims shall satisfy by owner themselves.

17. The owner shall at the time of handing over possession of the said property to the developer, execute a Power of Attorney in favour of Developer or the nominee or nominees of the developer in respect of the said property for development, authorising them jointly and / or severally on behalf of the developer and at the costs and expenses of the developer to do lawful acts, deeds, matters and things pertaining to the development of the said property and for the purpose to approach the authorities including the Nashik Municipal Corporation, Nashik or the Revenue authority / DILR office or any authority appointed under the said act, or any other law and in respect of any act, deed, matter and thing which may be done or incurred by the developer as also to sign all letters, applications, agreements, documents court proceedings, affidavits and such other papers containing

नसन-३
दस्त क्र. ३८३७ /२०१७
१७-०८

true facts and correct particulars as may from time to time be required in this behalf. It is agreed that the letters, applications agreements, documents court proceedings affidavits and other papers that may be signed by the developers under this agreement shall contain only true facts and correct particulars. The developer hereby agree and undertake to execute and cause the persons in whose favour the owners shall execute a Power of Attorney as aforesaid a proper deed of indemnity in such form as may be required by the owner thereby indemnifying the owner and all persons claiming under them and their respective estates and effects, of from and against all actions suits, proceedings, claims demands costs charges and expenses that may be taken or made by any one claiming under them or that the owners or any one claiming under them or his or her heirs as may be liable to pay, suffer or incur on account of anything done or caused or committed or omitted to be done by the developers or the person in whose favour Power of Attorney hereby contemplated is executed by the owners and that the said indemnity shall continue to remain in full force and effect throughout for anything done or caused or committed to be done by the developer or such persons the Power of Attorney is executed during the tenure of the said Power of Attorney.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

18. The stamp duty, registration charges and all other out of pocket expenses of this agreement and the conveyance shall be borne and paid by the developer alone.

19. Owner assured that no part of the property is acquired or reserved for any purpose under any act or otherwise for any public purpose. If the said property or any portion thereof is acquired or requisitioned or reserved under any act or otherwise for any public purpose and as a result thereof the same or such part thereof is not available for development to the developer, then and in any such event also the developer shall not be responsible to give constructed area to the owner which is specifically mentioned herein above.

20. The entire development work shall be carried out by the developer at their own risk costs and expenses. They shall bear and pay the bills of the suppliers of building materials wages and salaries payable to the workman and other persons employed for the purpose of carrying out the construction work, also all other cost, charges and expenses that may be incurred in regard to the development work. The developer shall also save harmless, indemnify and keep indemnified the owner against any claim that may be made by any one against the owner on account of the developer carrying out the said development work. The developer shall specifically ensured that the workman employed for the purpose of carrying out the development work are insured under the workmen's compensation Act.

21. The owner has permitted the developer to develop his property by constructing a building/s on it and has also given him the rights to sale off the flat premises to the third party. And it is specifically agreed that no obligation of any nature whatsoever of the developers shall be incurred by the owners qua the prospective purchasers, tenants, lessees, licensees etc. of the developers and it shall be the obligation of the developers alone to comply with and carry out the agreement or letters of allotment writings and documents with the respective person. It is also agreed that the developers shall not be entitled to receive and retain with them any & all the moneys from the persons to whom the said premises are sold or allotted as the case may be in the buildings to be constructed by the developers on the said property and to appropriate the same for any purpose whatsoever. Out of the said total amount received by developer, it is the responsibility of the developer to handover the share of consideration amount to the owner and the developer shall retain the remaining amount with him.

22. It is agreed between the parties that the developer is going to purchase the adjoining area of property mentioned in schedule, and will get execution of different sale deed,

नमुना-३

development agreement with the owner of adjoining area / hissas, the owner of the schedule property have given there free consent for the same. In that case developer shall prepared joint building plan on all the adjoining property/ ies and to get it sanction from the competent authority. The developer shall complete the construction of the buildings on the said property within the period of 4 years from the date of sanction of revised building plans. As mentioned above the developer has decided to develop the said property as a Group Housing Schenic & therefore it is not required to obtain sanction of final layout on the said property. As mentioned above the said property is a non agricultural land & its tenure is freehold & therefore the same is available for immediate development.

23. It is hereby agreed between the parties to this deed that the developers shall complete the construction of the buildings on the said property within the period of 4 years from the date of sanction of building plans. The developer has decided to develop the said property for a Group Housing Scheme & therefore it is not required to obtain sanction of final layout on the said property. As mentioned above the said property is a non agricultural land & its tenure is freehold & therefore the same is available for development.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASHIK-3

24. It is specifically agreed between the parties that, owner shall purchase T.D.R., F.S.I by their own cost and expenses and on their own responsibilities and handover it to developer for utilising the same for construction on the said property. It is agreed by the developer that the building plans of the proposed construction on the said property shall be submitted for sanction to the Nashik Municipal Corporation only after utilising TDR, FSI as per the existing bye laws of Nashik Municipal Corporation, Nashik. The developer is agreed to use and utilise the entire FSI for construction of buildings on the said property only which is available as per the existing bye laws & the additional FSI also, if and when it is permitted by Nashik Municipal Corporation or

concerned authority. It is also specifically agreed between the parties that, due to changes in rules and regulations in town planning act, the additional construction or floor rise which will be permitted by competent authority to owner, developer at that time, owner shall bear all the expenses for the purchase of FSI / TDR / Premium FSI / fungible FSI.

25. It is specifically agreed between the parties that, the developer shall be permitted to appoint or to develop the property through sub developers, as well as, developer shall be entitled to transfer, alienate & or assign their rights, title & interest for development of the said property to any other person or party.

26. It is hereby expressly agreed between the parties hereto that the developers alone shall be entitled to sale and / or dispose of the constructed premises out of the buildings to be constructed on the said property at their sole risk & liability. The developers shall strictly abide the rules & regulations of The Maharashtra Ownership of Flats Act, 1963 & The Maharashtra Apartment Ownership Act, 1970 & the rules made there under. The developers shall specifically mention about the owners & developers responsibility in the agreement to be entered into between the developers & the prospective purchasers.

27. The developer is responsible & liable to pay and bear all costs expenses for development of the said property including the costs & expenses of the standard amenities to be provided in the said project. The owner is not at all liable & responsible to pay any such costs & expenses. The developer shall be responsible & liable to pay the expenses required for development of amenities as per sanctioned building plan & project layout.

28. The developer is empowered to appoint Architects, R.C.C. Consultants, Advocates, Chartered Accountants and any consultants / professional for the project. The developer themselves shall pay all the fees of all the Architects, R.C.C. Consultants, Advocates, Chartered Accountants, &

नसन-३
दस्त क्र. ३८२७ /२०१७
१० — ४८

any other Professional Consultant, being appointed by the developer for the said project. It is hereby made clear between the parties to this deed that both the parties shall pay & bear the income tax at their own name & on their own account without referring the other party responsible for any reasons whatsoever.

29. The owners shall at time of handing over possession of the said property as licensees to the developers, execute a Power of Attorney in favour of the developer, nominee or nominees of the developers in respect of the said property for development, authorising them jointly and / or severally on behalf of the developers and at the costs and expenses of the developers to do lawful acts, deeds, matters and things pertaining to the development of the said property and for the purpose to approach the authorities including the Nashik Municipal Corporation, Nashik or the authority appointed under the said act, or any other law and in respect of any act, deed, matter and thing which may be done or incurred by the developers as also to sign all letters, applications, agreements, documents court proceedings, affidavits and such other papers containing true facts and correct particulars as may from time to time be required in this behalf. It is agreed that the letters, applications agreements, documents court proceedings affidavits and other papers that may be signed by the developers under this agreement shall contain only true facts and correct particulars. The developers hereby agree and undertake to execute and cause the persons in whose favour the owners shall execute a Power of Attorney as aforesaid a proper deed of indemnity in such form as may be required by the owners thereby indemnifying the owners and all persons claiming under them and their respective estates and effects, of from and against all actions suits, proceedings, claims demands costs charges and expenses that may be taken or made by any one claiming under them or that the owners or any one claiming under them or his or her heirs as may be liable to pay, suffer or incur on account of anything done or

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

caused or committed or omitted to be done by the developers or the person in whose favour Power of Attorney hereby contemplated is executed by the owners and that the said Indemnity shall continue to remain in full force and effect throughout for anything done or caused or committed to be done by the developers or such persons the Power of Attorney is executed during the tenure of the said Power of Attorney.

30. It is hereby expressly agreed between the parties to this deed that the developer shall alone be liable & responsible to obtain building completion certificate from Nashik Municipal Corporation, Nashik at their costs & expenses. The building completion certificate may be obtained in parts. It is also agreed by the developer that actual possession of the premises out of the said property to the prospective purchasers shall be delivered as soon as building /s will be completed and to get said approval from architect of the project. It is also agreed by the developer that the possession of the constructed premises to the prospective purchasers shall not be delivered unless & until the said prospective Purchaser has paid the entire amount of consideration & other expenses to the developer as per the terms & conditions of the Agreement for Sale.

31. The purchasers of various premises out of the buildings to be constructed on the said property shall be entitled to obtain loans & advances from the financial institutions of their choice and for that purpose the purchaser shall be entitled to mortgage the said premises in favour of financial institutions with the consent of developer. In that case owner assured that there is no necessity to obtain prior approval from owner. But the liability for repayment of a loan amount shall lies on prospective purchasers only.

32. It is hereby agreed between the parties to this agreement that if the developer would decide to obtain project loan from any financial institution for carrying the construction activities on the said property the owner shall not raise

नसन-३
दस्त नं. 3437 /२०१४
₹ — ८८

any objection for the same. However, it is the developer who shall be responsible & liable to repay the loan amount with interest thereon. The developer shall indemnify & keep indemnified the owner from repayment of loan amount with interest thereon. In pursuance whereof the developer shall be entitled to mortgage the said property with any financial institutions of their choice for obtaining loan amount. The developer shall also be entitled to execute all such deeds & documents in favour of financial institutions which are necessary for obtaining loan amount. Developer has obtain all powers to obtain loan & sign all the documents of loan of financial institution on behalf of owner for that purpose owner has executed separate General Power of Attorney along with this deed.

33. It is hereby expressly agreed between the parties that, the developer is liable & responsible to give the proper share of amount accrued from sale proceeds of the said area mentioned hereinabove to the land owners. The land owners are also entitled to receive such amounts towards their share irrespective of changes in government policies, rules & regulations etc. The developer alone is responsible & liable to pay & bear expenses of sales tax, vat & such other levies & taxes imposed by the central & state government including local bodies on the said project. But the owner shall bear all the amounts of incomtax or any taxes applicable on the amount which they shall be receivable from Deveopers.

SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-3

34. The owner has agreed to execute General Power of Attorney in favour of the Developer for carrying out all such acts, deeds & things mentioned in the development agreement. The said power of attorney shall always be treated at par with the development agreement. However, the terms & conditions mentioned in the development agreement shall always prevail over the power of attorney.

35. It is hereby expressly agreed between the parties to this development agreement that the developer is not entitled to sale and / or dispose of the said property as it is on the basis of power of attorney. The power of attorney

नमुना-३
दस्त क्र. ३८१ /२०१५
पृ. — ८

shall always be treated to be given for executing deeds & documents pertaining to constructed premises out of the buildings proposed to be erected on the said property, for obtaining project loan by mortgaging the property mentioned in schedule, for obtaining loan amounts, to appear and to do all activity relating to the approval of building plans in NMC Nashik revenue, DILR and other Government departments. As well as sign on behalf of the owner, on any forms, deed, transfer deed, mortgage deed, sign on every documents of mortgage or relating to loan.

36. The developer is entitled to enter into an agreement with the prospective purchasers for sale of various premises out of the building to be constructed on the said property & for that purpose to execute & register agreement of sale, deed of declaration, deed of apartment, letter of allotment, memorandum of possession, receipts of consideration, deed of correction, deed of confirmation, deed of final conveyance etc. & such other deeds & documents as may be necessary from time to time.

37. It is hereby agreed between the parties to this deed that the developer is developing the said property by construction of building/s in a phased manner. Each building out of the said entire project shall have an independent status of apartment & accordingly apartment association of each building shall be executed & registered separately or developer will act as per his convenience. As soon as all the premises out of the building/s are sold out & the possession of the premises is delivered, deed of apartment i.e. conveyance of each & every premises out of the said building shall be executed in favour of individual buyer. A common association & / or society of all the buildings out of the said project shall be formed for the purpose of maintaining common facilities & amenities out of the entire project. Chairman, Secretary, Treasurer of each apartment association shall be the members of such common association & the decisions taken by such common association shall be binding on each & every premises holder out of the said project.

THE JOINT SUB-REGISTRAR Class-I

नसन-३
दस्त क्र. 3637 /2018
२१-१०

38. It is hereby expressly agreed between the parties to this deed that as soon as all the premises out of all the buildings on the said property are sold out & the possession is delivered to the respective purchasers, the land owners & developers shall be liable & responsible to pass the title in favour of common Association of all the apartment associations out of the said project.

39. The owner has given an area admeasuring 0 H. 32.9 R from Survey No. 257/1E & area admeasuring 0 H. 07.10 R out of total area admeasuring 0 H. 32.9 R from Survey No. 257/1e therefore total area admeasuring 0 H. 40 R. i.e. 4000 Sq. Mtr. lying and situated at Nashik to the Developer for Development purpose. The Government valuation the of above mentioned area is Rs.4,54,52,000/-. The consideration of this agreement is constructed area of 17,500 Sq. Ft. carpet area i.e. 1626.39 Sq. Mtr. its built-up area is 1951.67 Sq. Mtr., from and out of the total constructed area which the developer shall agree to give to the land owner. Hence Government rate for construction is applicable at Rs. 26,900/-x 85% x 1951.67 Sq. Mtr. = Rs. 4,46,25,000/- considered as consideration amount. Hence stamp duty is paid on the Government valuation of Rs. 4,54,52,000/- which is of Rs. 22,72,600/- and registration fee is Rs. 30,000/-

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

THE SCHEDULE-I ABOVE REFERRED TO

A) All that piece and parcel of the land situated at Mauje Nashik within the limit of Nashik Municipal Corporation, Nashik bearing Survey number 257/1E total area admeasuring 0 Hectors 32.9 Ares i.e. 3290 Sq. Mtr. N. A. Assessed at Rs. 1579.20 Paisa bounded as follows:-

East	: Survey no. 257 (P) & adjoining Survey No. 254(P)
West	: Survey no. 257 (P)
South	: Adjoining S. No 257/2B (P)
North	: Adjoining S. No. 257/2A(P) & Survey No 257/(P)

B) All that piece and parcel of the land situated at Mauje Nashik within the limit of Nashik Municipal Corporation, Nashik bearing Survey number 257/1e area admeasuring 0 Hectors 32.9 Ares N.A. Assessed at Rs. 1579.20 Paisa out of the said area, area admeasuring 0 Hector

07.10 Ares i.e. 710 Sq. Mtr. bounded as follows:-

East	:	Adjoining Survey no. 254 (P)
West	:	Remaining area from Survey no. 257/1c
South	:	Adjoining Survey no 257/1E (P)
North	:	Adjoining Survey No. 257/1H(P)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED.





Signed sealed and delivered by the withinnamed owners
M/s Areehant Developers
Partnership Firm through its Partner
Mr. Nagindas Zaverchand Mehta

LAND OWNER





Signed Sealed and delivered by
the withinnamed Developers
M/s. Jaikumar Constructions LLP
through its Partner
Shri. Merzyan Hosi Patel

DEVELOPER

IN THE PRESENCE OF WITNESSES:-

1.

2.

नकलाकरिता

गां. न. नं. ७, ७अ, व १२

भूमापन क्रमांक	हि.क्र.	धारणा प्रकार
२५७/१६		

भू.मा.अभिलेखे तात्पुरतेक नाव: शेरी वर्ग-१

सारवडी योग्य क्षेत्र: एकर-गुंठे; हेक्टर-आर; चौरस-मिटर

	हेक्टर	आर
जिरायत	०	३२
बागायत		
भांत शेती		
एकूण	०	३२
पो.ख.		
वर्ग (अ)		
वर्ग (ब)		
एकूण	०	३२

	रूपये	पैसे
आकार भिनशेती	९	४०
जुडी किंवा विशेष		
आकार पाण्याबाबत	१५७	८०
इतर एकूण	९	३०

गां. न. क्र. ७

थोरातदारांचे नाव

(७५९२) (७३७१) (७०५९)

जिजाबाई विठ्ठु खांडेकर

देवराम तुळशीराम सूर्यवंशी

जगन्नाथ तुळशीराम सूर्यवंशी

शिवाजी तुळशीराम सूर्यवंशी

(७१४८) (७१७९)

विमलबाई जगन्नाथ सूर्यवंशी

आदिक जगन्नाथ सूर्यवंशी

शोभिता विलीप गोसावी

जयश्री नानासाहेब जाधव

शिलांजली पंकज अमेठा

(५६८७)

विद्या शेदिप सूर्यवंशी

सुरेश शेदिप सूर्यवंशी & अन्य ३ जणी

विजय शेदिप सूर्यवंशी विद्या

विमलाबाई जगन्नाथ सूर्यवंशी

खाते क्रमांक

कुळाचे नांव खंड

नमुना – ३

इतर अधिकार ३७/ /२०१७

	— ०

गां.नं. क्र. ७ अ

(५७९५)

विजय विलास शेंडे

(५७९५)

वर्ष	जमीन कसणाऱ्याचे नांव	रीत	हंगाम
१			

गां.नं. क्र. १२

पिकाखालील क्षेत्रांचा तपशील

मिश्र पिकांचे एकूण क्षेत्र			मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र			अ.मिश्र पिकाचे क्षेत्र			प्रहीत पिकास निरूपयोगी जमिनीचा तपशील		पाणी पुरवठ्याचे साधन	शेरा
बा.पी.संकेताक	जलसिंचित	अजलसिंचित	पिकाचे नांव	जलसिंचित	अजलसिंचित	पिकाचे नांव	जलसिंचित	अजलसिंचित	प्रकार	क्षेत्र		
५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

नकलाची फी

अस्सल प्रमाणे खरी नकल तयार ता. 10 APR 2017 /२०१

तलाठी/मंडलाधिकारी
सा.ज.नाशिक

नक्कल करिता

गां. न. नं. ७, ७अ, व १२

पान ... तालुका ...

भूमापन क्रमांक	हि.क्र.	धारणा प्रकार
९५७/१६		

भू.का.क्रमांकाचे स्थानिक गाव	जातावळी - १

लागवडी योग्य क्षेत्र	एकर	गुंठे
	हेक्टर	आर
	चौरस	मिटर
जिरायत -	० ३२	९
बागायत -		
पात शेती -		
एकूण -	० ३२	९
पो.ख. -		
वर्ग (अ) -		
वर्ग (ब) -		
एकूण -	० ३२	९

आकार फिनशेती -	रुपये	पैसे
	१	७०
चुकी जिथा विशेष -	१५७९	८०
आकार पत्थामाफ -		
एकूण -	१	३०

गां. न. क्र. ७

धोरवटदाराचे नाव

(७५६२) (३०६) (२२१७)

चंदु शंकु नाईक

पार्वताबाई चंदु नाईक
सखुबाई चंदु नाईक
सविंद्र चंदु नाईक
मनोहर चंदु नाईक
उर्मिला चंदु नाईक

(१५४३) कमळू साबळीराम फुलमुंदर
लताबाई बाबु पवार
कल्पना दिपक पाईल
आशी सुरेश तानले

(१५४२)

श्यामश्री उर्मिला नाईक
अमोल उर्मिला नाईक
रक्षेश उर्मिला नाईक

(१८५५) अ पा ठे आ भागधारी

(१८५४) ठरण रविंद्र शाह

खाते क्रमांक

कुळाचे नांव | खंड

इतर अधिकार

नमुना - ३

गां.नं. क्र. ७ अ

गां.नं. क्र. १२

पिकाखालील क्षेत्रांचा तपशील

वर्ष	जमीन वसणाऱ्याचे नांव	सीत	हंगाम	मिश्र पिकांचे एकूण क्षेत्र: कोर. पी. सिंकांकित	मिश्र पिकांचे एकूण क्षेत्र: जलसिंचित	मिश्र पिकांचे एकूण क्षेत्र: अजलसिंचित	मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र: पिकाचे नांव	मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र: जलसिंचित	मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र: अजलसिंचित	अ मिश्र पिकाचे क्षेत्र: पिकाचे नांव	अ मिश्र पिकाचे क्षेत्र: जलसिंचित	अ मिश्र पिकाचे क्षेत्र: अजलसिंचित	पडीत/पिकास निरुपयोगी जमिनीचा तपशील: प्रकार	पडीत/पिकास निरुपयोगी जमिनीचा तपशील: क्षेत्र	पाणी पुरवठ्याचे साधन	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७

नक्कल फी

10 APR 2017

आसल प्रमाणे खरी नक्कल तयार ता. / /२०१

तलाठी

SUB-REGISTRAR Class-2, NASIK-3

संदर्भ:- १) महाराष्ट्र जमीन महसूल अधिनियम १९६६ कलम ४४,४५

२) महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९

३) श्री. करण राजेंद्र शहा व ६ इ. यांचा दिनांक ३१/५/२०१२ चा अर्ज.

४) कार्यकारी अभियंता, नगररचना विभाग नाशिक यांचे पत्र क्र/एन.डी.एन.ओ.सी/पंचवटी/६८३, ६८४, ६८५/९८९ दि. ६/६/२०१२

५) उपजिल्हाधिकारी भूसंपादन क्र. २ नाशिक यांचे पत्र क्र/भूसं/क्र.२/वावि/२०१२/२०१२ दि. १६/८/२०१२

६) अपर जिल्हाधिकारी व सक्षम अधिकारी, ता.ज.क.म.नाशिक यांचे पत्र क्र/ना.ज.क.मकर/क-४/२१९९-२२४ दि. २०/४/२००६

७) या कार्यालयाचे पत्र क्र/गह/क [illegible] दि. [illegible]

नमुना – ३

दक्षता/ 3037 /२०१२

जिल्हाधिकारी कार्यालय नाशिक.
क्र.गह/कक्ष-३/४/वि.शे.प.क्र/४४३/२०१२
नाशिक दिनांक २६/११/२०१२

आदेश.

महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ प्रमाणे व त्याखालील नियमान्वये श्री. करण राजेंद्र शहा व ६ इ. यांच्या [illegible] इस्टेट, ४ था मजला, अध्यक्ष टॉवर, एम.जी.रोड, नाशिक यांचा मौजे नाशिक, ता.जि. नाशिक येथील ग.न/स.नं. २५७/१अ प्लॉट क्र. -- चे क्षेत्र ३५००.०० चौ.मी. ग.न/स.नं. २५७/१ ब प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ क प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ ड प्लॉट क्र. -- चे क्षेत्र ३५९०.०० चौ.मी. ग.न/स.नं. २५७/१ इ प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ ई प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ फ/२ पै प्लॉट क्र. -- चे क्षेत्र १९३८.९० चौ.मी. ग.न/स.नं. २५७/१ ग प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ अ प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ ह प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/२अ/१ पै प्लॉट क्र. -- चे क्षेत्र ५४०३.०० चौ.मी. ग.न/स.नं. २५७/२ ब पै प्लॉट क्र. -- चे क्षेत्र ७८३५.०० चौ.मी. = ४५२९६.९० चौ.मी. पैकी ३७८४८.०० चौ.मी. (अक्षरी- सदतीस हजार आठशे अठेचाळीस चौ.मी.) या क्षेत्रास निवासी या प्रयोजनासाठी परवानगी खालील अटी व शर्तीवर देण्यात येत आहे.

अटी व शर्ती.

१) महाराष्ट्र जमिन महसूल अधिनियम १९६६, महाराष्ट्र जमीन महसूल (सुधारणा) अध्यादेश, १९९४, महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ व त्याखालील नियमानुसार अधिन राहून परवानगी देण्यात येत आहे.

२) परवानगी ज्या प्रयोजनासाठी देणेत आली आहे त्या व्यतिरीक्त अन्य प्रयोजनासाठी जमीनीचा वापर करता येणार नाही.

३) जमीनीवरील परवानगी देणेत आलेला अकृषिक वापर हा आदेशाच्या दिनांकापासून १ वर्षाच्या आत अर्जदाराने सुरू केला पाहिजे.असे न केल्यास उक्त मुदतीत जिल्हाधिकाऱ्यांनी वाढ केली नसल्यास दिलेली परवानगी व्यपगत झाल्याचे मानण्यात येईल.

४) महाराष्ट्र जमिन महसूल अधिनियम १९६६ कलम ११० किंवा अधारितची कलम ११४ अन्वये बदल केलेल्या वापरास अनुलक्षून उदविण्यात येईल अशी बदलेली आकारणी देण्यास अर्जदार जबाबदार असेल.

५) जमीनीवर करण्यात येणारे बांधकाम हे स्थानिक नियोजन प्राधिकारी यांनी मंजूर केलेल्या आराखड्याप्रमाणेच करणे अर्जदारावर बंधनकारक आहे.

६) सदरहू परवानगी ही शासनी जमिन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदींना अधिन राहून देण्यात येत आहे.

७) अभिन्यासातील प्लॉटचे विभाजन अथवा एकत्रीकरण जिल्हाधिकारी यांचे पूर्व संमतीशिवाय करता येणार नाही.

८) जमिन व त्यावरील बांधकामाचा उपयोग ज्या कारणासाठी अकृषिक परवानगी दिली आहे त्याद कारणासाठी करणे बंधनकारक आहे. तसेच सदरहू जमिनीची किंवा सदरहू जमिनीवरील काही भागाचा अथवा त्यावरील बिल्डींगचा अथवा बांधकामाचा उपयोग दुसऱ्या कारणासाठी करावयाचा झाल्यास यास जिल्हाधिकारी, नाशिक यांची लेखी पूर्व संमती घ्यावी. याच कारणासाठी बिल्डींगचा उपयोग हा संपूर्ण अभिन्यासाचा उपयोग म्हणून मानण्यात येईल.

९) परवानदार यांनी जमिनीचे सुधारणा, पंजर लेआऊट प्रमाणे रस्ते, ड्रेनेज इत्यादी कामे पूर्ण करून खुली जागा व रस्ते महानगरपालिका नाशिक यांचेकडे हस्तांतरीत करावे.

१०) महाराष्ट्र जमीन महसूल (सुधारणा) अध्यादेश,१९९४ कलम ६ नुसार परवानादार यांना लेआऊटमधील प्लॉटची मोजणी भूमी अभिलेख विभागाकडून करून घेऊन खुली जागा व रस्ते महानगरपालिका नाशिक / मुख्य कार्यकारी अधिकारी, देवळाली कॅन्टोनमेंट बोर्ड यांचेकडे हस्तांतरीत केलेनंतर या कार्यालयाकडून सनद मंजूर करून घेणे बंधनकारक आहे. तोपर्यंत अभिन्यासातील प्लॉटची विक्री करता येणार नाही.

११) सदरची जमीन महानगरपालिका नाशिक / मुख्य कार्यकारी अधिकारी, देवळाली कॅन्टोनमेंट बोर्ड यांचेकडील अभिन्यास/बांधकाम नकाशा [illegible] नकाशामधील सर्व अटी व शर्तीस अधिन राहून देण्यात येत आहे.

१२) [illegible] संबंधित महानगरपालिका/नगरपालिका/सहाय्यक संचालक नगररचना/ मुख्य कार्यकारी अधिकारी, देवळाली कॅन्टोनमेंट बोर्ड यांचेकडून बांधकामाची परवानगी घेतल्याशिवाय बांधकामास सुरुवात करावी.

१३) ज्या ठिकाणी सक्षम नियोजन अधिकारी नाही, अशाठिकाणी परवानदार यांनी महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ अनुसूची-३ प्रमाणे प्लॅन तयार करून तो जिल्हाधिकारी यांचेकडून मंजूर करून त्याप्रमाणे बांधकाम करावे.

१४) मुंबई महाराष्ट्र अधिनियम १९५ अन्वये ३ लागू लागलेल्या जमीनीच्या बाबतीत महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषीक आकारणी) नियम १९६९ अनुसूची- २ मध्ये नमूद केलेप्रमाणे प्रमाणे रस्त्याची सिमा व इमारतीची रांग याबाबतीत इमारतीची रांग व निर्देशन रेषा याबाबत इमारतीच्या बांधकामासाठी मंजूर केलेल्या तरतूदी व घालून करणे परवानादार बंधनकारक आहे.

१५) परवानदार यांनी अकृषीक प्रयोजनाकरीता जमिनीचा उपयोग सुरु केलेपासून अथवा उपयोगात बदल केलेपासून एक महिन्याच्या आत संबंधित तलाठी/तहसिलदार/जिल्हाधिकारी नाशिक यांना कळविणे. अन्यथा परवानादार यांचेविरुध्द महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल अकृषीक आकारणी) नियम १९६६ नियम ६ प्रमाणे दंडात्मक कारवाई करणेत येईल.

१६) परवानाधारक यांनी जमिनीचा अकृषीक वापर हा मो.पि.का. क्र. ०.४८ चे निकषी या प्रमाणे ठेवावा. तसेच सदर अकृषक वापर हा शासनाने सन २०१२ ते २०१६ या कालावधीसाठी सुधारीत अकृषिक प्रयोजनावर निश्चित केलेनंतर येणाऱ्या फरकाची रक्कम भरणे बंधनकारक असेल या अटीवर सदरचे परवानगी देण्यात येत आहे.

१७) तालुका निरीक्षक भूमि अभिलेख, यांनी जमिनीची मोजणी केलेनंतर मोजणीप्रमाणे जमिनीचे क्षेत्रात व अकृषिक सा-यात बदल झाल्यास त्याप्रमाणे क्षेत्र बदल होत असल्यास या कार्यालयाची परवानगी घेणे आवश्यक असेल.

१८) परवानादार यांनी प्लिंथ व इत्यादी बांधकामे पूर्ण केल्यानंतर त्याबाबत वाढीव बांधकाम किंवा बांधकामामध्ये बदल जिल्हाधिकारी/ सहाय्यक संचालक नगररचना/ महानगर पालिका/ नगर पालिका / मुख्य कार्यकारी अधिकारी, देवळाली कॅन्टोनमेंट बोर्ड यांचेकडून नवीन बांधकाम नकाशे मंजूर करुन घेतल्याशिवाय करु नये.

१९) परवानाधार यांचेवर महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ चे अनुसूची ४ किंवा ८ मध्ये नमूद केलेल्या शर्ती व नमुन्यानुसार सदर दिनशेती उपयोग सुरु केल्या पासून एक महिन्याचे आत करुन देण्याचे बंधनकारक राहील.

२०) परवानादार यांचेकडून या आदेशात नमूद केलेल्या अटींचा अथवा सनदेमध्ये नमूद केलेल्या शर्तीचा भंग केल्यास महाराष्ट्र जमिन महसूल अधिनियम १९६६ व त्या खालील नियमान्वये जिल्हाधिकारी जो दंड व सजा पर्यंतची तो पर्यंत परवानादार यांचेवर लादनेकारक असेल.

२१) जिल्हाधिकारी यांना या परवानगीतील अटी व शर्तीविरुध्द दिलेली व इतर बांधकामे केलेले आढळून आल्यास किंवा ते आढळून किंवा त्यामध्ये बदल केलेले आढळून आल्यास ते अनधिकृत घोषित करुन टाकण्यास फर्मावण्याचा कायदेशिर अधिकार राहील. तसेच सदरहू मुदतीत परवानादार यांचेकडून जमिन महसूलची थकबाकी म्हणून वसूल केली जाईल.

२२) सदरहू परवानगी मुंबई कुळ वहीवाट व शेतजमीन कायदा १९४८ , नागरी क्षमाल जमीन मर्यादा कायदा १९७६ , मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ मधील तरतूदीस अधिन राहून देण्यात येत आहे.

२३) अधिकारी अभिलेख व जमिनीच्या मालकी हक्काबाबत भविष्यात काही विवाद उदभवल्यास व त्यामध्ये तथ्य आढळल्यास तसेच मालकी हक्काबाबत काही गंभीर स्वरुपाच्या कायदेशिर त्रुटी आढळल्यास त्याची संपूर्ण जबाबदारी अर्जदार यांचेवर राहील.

२४) वरील प्रमाणे अटी व शर्ती यांचे पालन झाले आहे किंवा नाही, प्रत्यक्ष भूखंडावर उच्च दाबाची वाहिनी लाईन गेली किंवा कसे व जागेवर सदर परवानगी देण्यापूर्वीच बांधकाम झाले आहे किंवा काय व विकास कर्त्याने, अर्जदाराने यापूर्वी दिनशेती परवानग्या घेतल्या असतील तर त्यातील अटी- शर्तीचे पालन केले आहे किंवा नाही याबाबत स्थळ पाहणी करण्यात येणार आहे. अशा स्थळपाहणीत अटी- शर्तीचा भंग झाल्याचे निष्पन्न झाले (पूर्वीच्या परवानग्यांसहीत) तर सदर परवानगी रद्द होण्यास पात्र राहील.

२५) स्थानिक प्राधिकरणास खुली जागा,

२६) रस्ते यासाठीचे क्षेत्र हस्तांतरीत झाले नसल्याचे आढळून आल्यास ही परवानगी तसेच पूर्वीची परवानग्या रद्द होण्यास पात्र राहतील.

२७) बांधकामासाठी लागणाऱ्या विटामध्ये फलाय अॅशच्या मर्यादेत करण्यात येतील याचा वापर नियमितपणे करावा.

जिल्हाधिकारी नाशिक करिता

प्रत- प्रतिलिपी सह जिल्हाधिकारी यांचे वरिष्ठ लिपीक यांचे स्वाक्षरीसाठी सादर.

प्रति- श्री. करण राजेंद्र शहा व इ स. विराज इस्टेट, ४ था मजला, अभ्यंकर रोड, ए.जी.रोड, नाशिक.

प्रतिलिपीसह- मा. विभागीय आयुक्त, नाशिक विभाग नाशिकरोड यांचेकडेस माहितीसाठी सविनय सादर.

प्रत- मुख्य कार्यपत्र पान नं. १ ते ७७७ सह तहसिलदार नाशिक यांचेकडेस माहितीसाठी व कार्यवाहीसाठी अग्रेषित.

२/- स्वरुपा विनंती करण्यात येते की, परवानादार यांनी अकृषिक प्रयोजनाकरीता जमिनीचा वापर केल्याबाबत लक्ष ठेवावे. परवानादार यांनी मौजे- नाशिक, ये गटातील क्षेत्राचा अकृषिक प्रयोजनाकरीता जमिनीचा वापर सुरु केल्याबाबत कळविल्यानंतर तालुका निरीक्षक भूमि अभिलेख, नाशिक यांचेकडून मोजणी करुन गा.न.नं. २ अकृषिक प्रयोजन नोंदवहीमध्ये दिनशेती सा-याबाबत योग्य ती नोंद घ्यावी. परवानादार यांनी अकृषिक आकारणीचा भरणा करुन शासनाकडे जमा करुन झालेली चलने व योग्य त्या नमुन्यामध्ये सनद करुन घ्यावी. तसेच, कुळ कायदा मुख्य नागरी कमाल जमीन धारणा कार्यालयाकडून नमुना अनुसुची चार किंवा पाच मधील मंजूर सनद प्राप्त झालेशिवाय प्रस्तुत जमीनीचे बिनशेती प्लॉटचे जी१२ सदर करु नयेत.

प्रत- १) तालुका निरीक्षक, भूमि अभिलेख, नाशिक यांचेकडेस पुर्वोक्त कार्यवाहीसाठी.

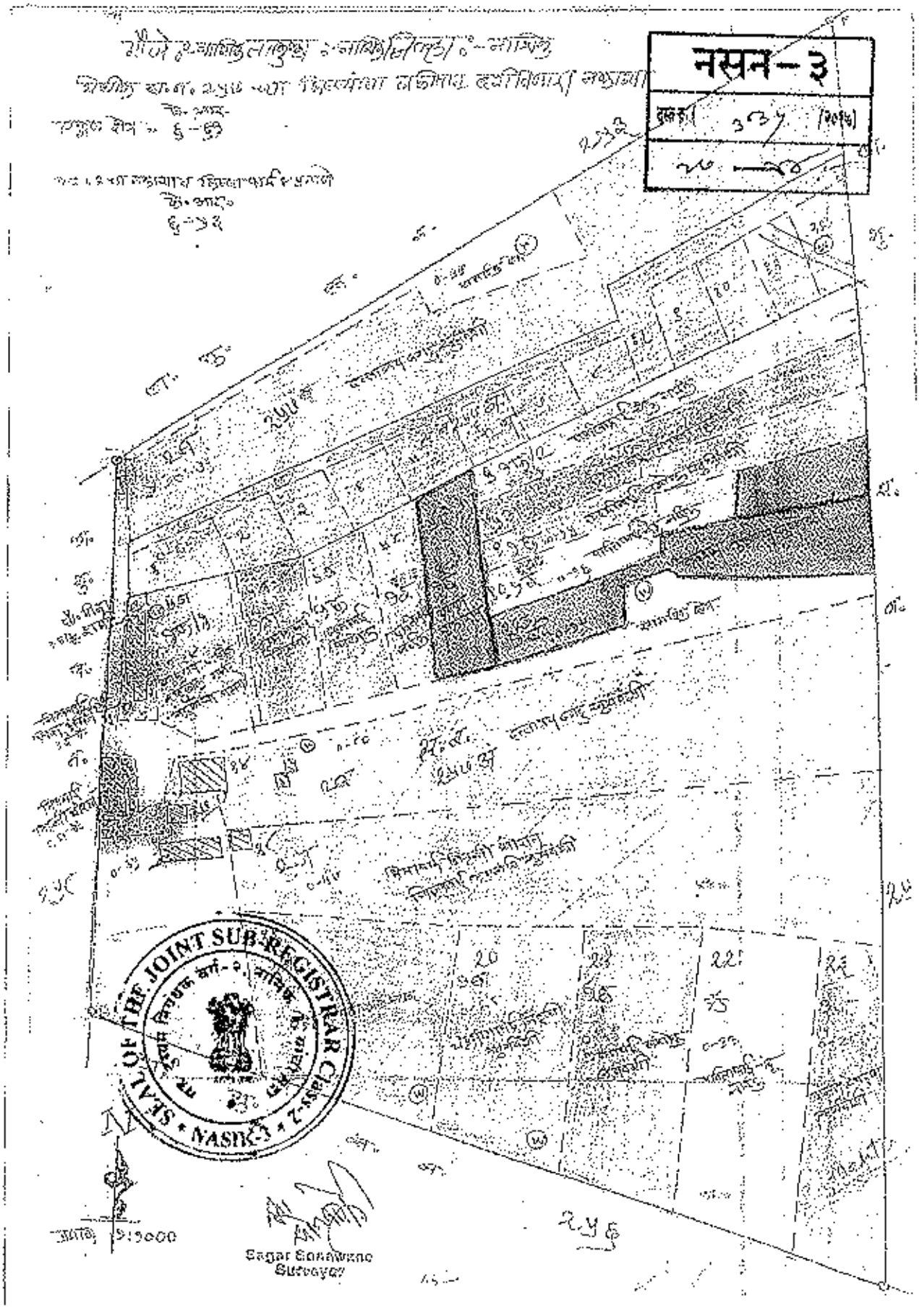
२) सहाय्यक संचालक नाशिक महानगरपालिका /मुख्य कार्यकारी अधिकारी, नगर देवळाली कॅन्टोनमेंट बोर्ड देवळाली कॅम्प.

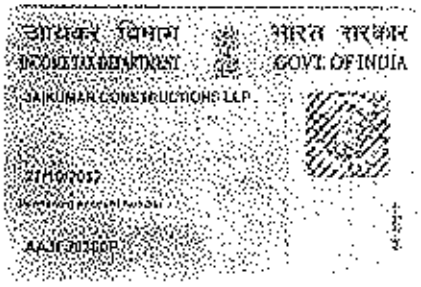
३) उपविभागीय अधिकारी, नाशिक उपविभाग नाशिक.

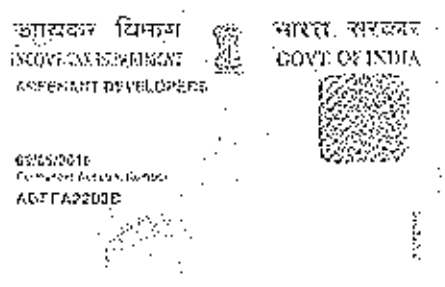
४) कामगार तलाठी- नाशिक. ता.जि.नाशिक. / सर्व क्र. १० मध्ये नमूद केलेनुसार या कार्यालयाकडे न मंजूर अनुसूची चार किंवा पाच मधील मंजूर सनद प्राप्त झालेशिवाय प्रस्तुत जमीनीचे बिनशेती प्लॉटचे ७/१२ उतारे स्वतंत्र करु नयेत.

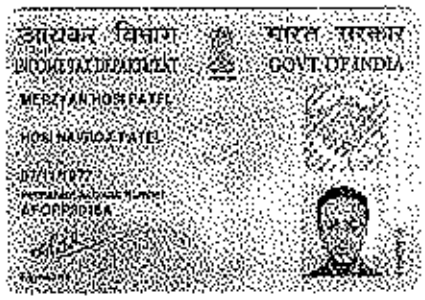
टिप- परवानादार यांनी रुपांतरीत कराची रक्कम रुपये- १,२७,१६१/- (अक्षरी- एकलाख सत्ताविस हजार एकशे एकोणसत्तर फक्त.) सरकारी खजीन्यात दि. ३०/१०/२०२२ व मोजणी फी रु- ५१,०००/- (अक्षरी- एक्कावन हजार रु मात्र.) सरकारी खजीन्यात दि. १/१२/२०२२ रोजी भरणा केली आहेत.

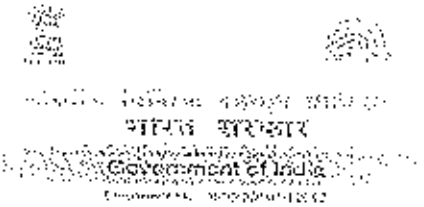
जिल्हाधिकारी नाशिक करिता

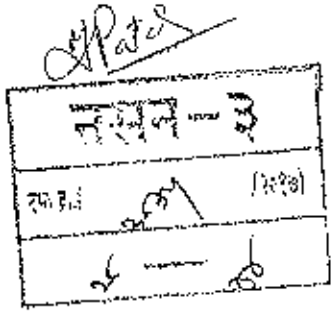

नमुना - ३
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3
Sagar Sonawane
Surveyor


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SAIKUMAR CONSTRUCTIONS LLP
AAJF


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
ASPEKHT DEVELOPERS
AGFFA2203E


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
MERZIAN HORMAZ PATEL
HORMAZ PATEL
AFOPP3016A


भारत सरकार
Government of India




7061 4759 1636
आधार — आम आदमी का अधिकार
भारत सरकार
GOVERNMENT OF INDIA
7061 4759 1636
आधार — आम आदमी का अधिकार


JOINT SUB-REGISTRAR

AREEHANT DEVELOPERS

41, SHERIF DEVJI STREET, GROUND FLOOR, PARKAR HOUSE,
MASJID BUNDER, MUMBAI – 400003, MAHARASHTRA, INDIA.
TEL: +91-22-23401925 E: areehantdevelopers@gmail.com

Ref:

Date: 24-05-2017.

नमुना – ३

RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED THE MEETING OF THE PARTNERS OF M/S.AREEHANT DEVELOPERS HELD ON MAY 24, 2017, AT THE REGISTERED OFFICE OF THE FIRM.

Resolved that as per meeting dated MAY 24, 2017 the matter of execution of Sale Deed, Purchase Deed, Development Agreement, General Power of Attorney and Correction Deed of SURVEY NO. 257/1E & 257/1o, NASHIK was discussed.

The said deeds are required to be executed before the Sub Registrar, Nashik by the firm as PURCHASER / LAND OWNER.

We all the partners of M/S. AREEHANT DEVELOPERS hereby authorize to MR. NAGINDAS ZAVERCHAND MEHTA, Partner of the firm to sign on behalf of firm and put the Seal of the firm for the said deeds to be executed by the firm as PURCHASER / LAND OWNER.

For AREEHANT DEVELOPERS,

NAGINDAS Z. MEHTA
PARTNER

JYOTSANABEN N. MEHTA
PARTNER

RUPALI K. MEHTA
PARTNER

KAJAL A. MEHTA
PARTNER

KALPESH N. MEHTA
PARTNER

ANKUR N. MEHTA
PARTNER

PARTH V. PUNATAR
PARTNER

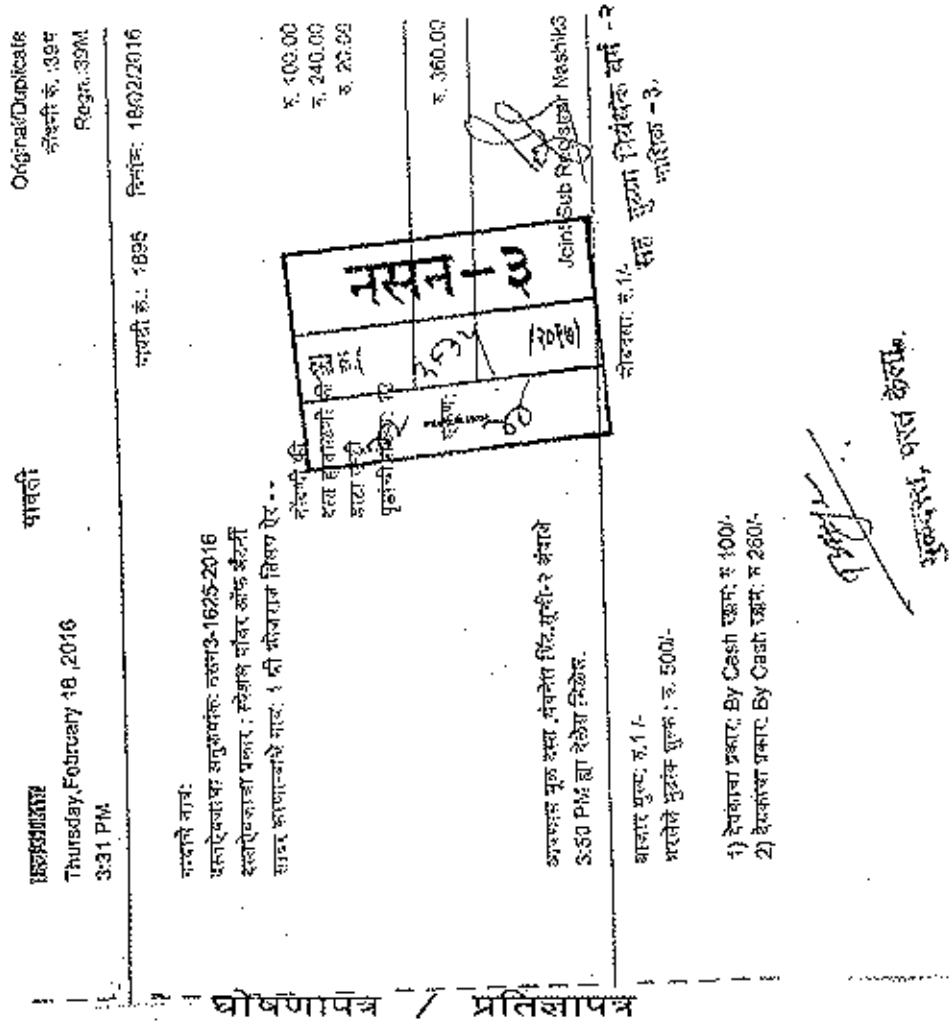
SONAL M. PUNATAR
PARTNER

Date: - 24-05-2017

Place: - MUMBAI

AREEHANT DEVELOPERS

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 • NASIK-3 •



घोषणापत्र / प्रतिज्ञापत्र

मी, **श्री. भोजराज तिलप ऐर** याद्वारे घोषित /प्रतिज्ञापत्र करून देते की, **मे. जयकुमार कन्स्ट्रक्शन्स् एल. एल. पी. तर्फे भागीदार श्री. मर्जियान होरी पटेल** यांनी मला दिनांक २२/०१/२०१६ रोजी स्पेशल मुखत्यारपत्र लिहून व दिनांक १८/०२/२०१६ रोजी नॉंवयून दिलेले आहे. सदर स्पेशल मुखत्यारपत्र लिहून देणार यांनी मला लिहून दिलेले स्पेशल मुखत्यारपत्र रद्द केलेले नाही किंवा स्पेशल मुखत्यारपत्र लिहून देणार व्यक्तीपैकी कुणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणामुळे स्पेशल मुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरचे स्पेशल मुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ कलम ८२ अन्वये मी शिक्षेस पात्र राहीन याची मला जाणीव आहे.

हे घोषणापत्र / प्रतिज्ञापत्र लिहून दिले असे.

दिनांक ..../०६/२०१६

श्री. भोजराज तिलप ऐर

Summary1 (GoshwaraBhag-1)

340/3835
शुक्रवार,09 जून 2017 4:34 म.नं.

दस्त गोषवारा भाग-1

सह3 ४३/२४
दस्त क्रमांक: 3835/2017

दस्त क्रमांक: सह3 /3835/2017

बाजार मुल्य: रु. 4,54,52,000/- मोबदला: रु. 4,46,25,000/-

भरलेले मुद्रांक शुल्क: रु.22,72,600/-

दु. नि. सह. दु. नि. सह3 यांचे कार्यालयात

अ. क्र. 3835 वर दि.09-06-2017

रोजी 4:31 म.नं. वा. हजर केला.

पावती:4771 पावती दिनांक: 09/06/2017

सादरकरणाराचे नाव: मे.जयकुमार कन्स्ट्रक्शन्स् एलएलपी PAN-AAJFJ0360P तर्फे भागीदार श्री.यतिंद्रपाल होसी घटेल यांचे स्पेशल मुखत्यार म्हणून श्री.मोहनराज तिलप ऐर - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 920.00
सादर एन्ट्री	रु. 20.00
पृष्ठांची संख्या: 46	
एकुण:	30940.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: विकसनकरारनामा

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

शिक्का क्र. 1 09 / 06 / 2017 04 : 31 : 49 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 09 / 06 / 2017 04 : 32 : 20 PM ची वेळ: (फी)

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

Summary-2(दस्त गोषवारा भाग - २)

09/06/2017 4:36:34 PM

दस्त गोषवारा भाग-2

नसन3 ३४/३७
दस्त क्रमांक:3835/2017

दस्त क्रमांक :नसन3/3835/2017
दस्ताचा प्रकार :-विकासकरारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे.अपकुमार कन्स्ट्रक्शन्स् एलएलपी PAN-AAJFJ0360P तर्फे भागीदार श्री.भरतिभाई होरी पटेल यांचे स्पेशल मुखत्यार म्हणून श्री.भोजराज तिलप ऐर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा.फ्लॅट नं.30,योगेश अपार्टमेंट,कुलकर्णी गार्डन जवळ,अरणपूर रोड नाशिक-422002, महाराष्ट्र, NASHIK. पॅन नंबर:AAJFJ0360P	लिहून घेणार वय :-35 स्वाक्षरी:-		
2	नाव:मे.अरिहंत डेव्हलपर्स भागीदार फर्म तर्फे भागीदारी PAN-ABFFA2203B श्री.रमणिकदास अबेरचंद मेहता - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा.11/अ,शिवकृपा,एच-विंग,जुना नगरवाडा रोड,गोवर्धन नाथ हवेली समोर,अंधेरी (पु) मुंबई-400069, महाराष्ट्र, MUMBAI. पॅन नंबर:ABFFA2203B	लिहून देणार वय :-73 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथित विकासकरारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:09 / 06 / 2017 04 : 33 : 20 PM

ओळख:-
खालील इसम असे निवेदीत करतात की हे दस्तऐवज करुन देणा-यांनी व्यक्तीश: ओळखतात, व सदरची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अतुल रसिकलाल शाह - - वय:51 पत्ता:अरणपूर रोड नाशिक पिन कोड:422002	स्वाक्षरी	
2	नाव:श्री अंकुश विठ्ठल गुदघे - - वय:24 पत्ता:रा कॉलेज रोड नाशिक पिन कोड:422005	स्वाक्षरी	

शिक्का क्र.4 ची वेळ:09 / 06 / 2017 04 : 34 : 06 PM

शिक्का क्र.5 ची वेळ:09 / 06 / 2017 04 : 34 : 10 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Nashik3

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH001324918201718	00012751602017 18

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकुण ३० पाने आहेत.
पुरावा क्रमांक १, क्रमांक ३८५ वर नोंदला.
दिनांक ९ माहे ३० सन २०१७

दुय्यम निबंधक वर्ग-२
नाशिक-३.

3835 /2017

1. Verify Scanned Document for correctness through thumbnail images of scanned document without after scanning.
2. Get print immediately after registration.

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

Index-2(सूची - २)

09/06/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3
दस्त क्रमांक : 3835/2017
नोंदणी :
Regn:63m

गावाचे नाव : 1) नाशिक शहर

(1)विलेखाचा प्रकार	विकासनकरारनामा
(2)मोबदला	44625000
(3) बाजारभाव(भाडेपटट्याच्या बाबतिलपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	45452000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: अ) मौजे-नाशिक येथील मिळकत यांसी सर्व्हे नं.257/1ई यांसी एकुण क्षेत्र 0 हे.32.9 आर चौरस मीटर 3290 चौ.मी यांसी बिनशेती आकार रुपये 1579.20 पैसे क्षेत्राची मिळकत.ब) मौजे-नाशिक येथील मिळकत यांसी सर्व्हे नं.257/1इ यांसी एकुण क्षेत्र 0 हे.32.9 आर यांसी बिनशेती आकार रुपये 1579.20 पैसे पैकी 0 हे.07.10 आर चौरस मीटर 710 चौ.मी क्षेत्राची मिळकत.((Survey Number : 257/1ई ब सर्व्हे नं.257/1इ ;))
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहुन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.अरिहंत डेव्हलपर्स भागीदार फर्म तर्फे भागीदारी PAN-ABFFA2203B श्री नगिनदास झवेरचंद मेहता - - वय:-73; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: स.नं.11/अ,शिवकृपा,एच-विंग,जुना नगरदास रोड,गोपाळ नगर दुबेली समोर,अंधेरी (ई) मुंबई-400069, महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-ABFFA2203B
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.जयकुमार कन्स्ट्रक्शन्स एलएलपी PAN-AAJFJ0360P तर्फे भागीदार श्री.सर्जियान होर्मी धडेल यांचे स्पेशल मुखत्यार म्हणून श्री.भोजराज तिलप वय:- - वय:- 35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: स.नं.प्लॉट नं.30,श्रीगेश अपार्टमेंट,कुलकर्णी गार्डन जवळ,शरणपूर रोड नाशिक-422002, महाराष्ट्र, NASHIK. पिन कोड:-422002 पॅन नं:-AAJFJ0360P
(9) दस्तऐवज करुन दिल्याचा दिनांक	09/06/2017
(10)दस्त नोंदणी केल्याचा दिनांक	09/06/2017
(11)अनुक्रमांक,खंड व पृष्ठ	3835/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2272600
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सूची क्र. २
नोंदणी नोंदवही प्रमाणे

अस्सल बरहुकुम नकलवरुन

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

JOINT SUB-REGISTRAR CLASS-2 NASIK-3