[illegible]	पावती	Original/Duplicate
Thursday,February 11 ,2016		नोंदणी क्र. :39M
10:55 AM		Regn.:39M

पावती क्र.: 1604 दिनांक: 11/02/2016

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-1369-2016

दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट

सादर करणाऱ्याचे नाव: मे.जयकुमार बिल्डटूवअन्य एलएलपी तर्फे भागीदार - गणेश जयकुमार शिंबरेमाला तर्फे वि.मु म्हणून अतुल रसिकलाल शाह - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 840.00
डाटा एन्ट्री	रु. 20.00
पृष्ठांची संख्या: 42	
एकूण:	₹ 30860.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:14 AM ह्या वेळेला मिळेल.

सह. दुय्यम निबंधक वर्ग - २ Joint Sub Registrar Nashik3 नाशिक - ३

बाजार मूल्य: रु.19750000 /- मोबदला: रु.27910000/-

भरलेले मुद्रांक शुल्क : रु. 1395500/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005946582015165 दिनांक: 11/02/2016
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 860/-

मुळदस्त, परत घेतला

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

3406449 नमुना-२

Bank/Branch: IDBI - 6910353/NASHIK
Pmt Txn Id : 79236636
Pmt DtTime : 28-DEC-2015 17:56:07
ChallanIdNo: 69103320151228002243
District : 5101-NASHIK

Stationery No: 2406426903 048
Print DtTime : 28-Dec-201 919:20:54
GRAS GRN : MH008599465 2015168
Office Name : TCR313-N6K NASHIK 3 JO

StDuty Schm: 0030046601-75/STAMP DUTY
StDuty Amt : R 13,95,500/- (Rs One Three, Nine Five, Five Zero Zero only)

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

Art.-Sic : 5(g-a)(ii)-Development Agreement
Property : Immovable Consideration: R 2,79,10,000/-
Prop Descr : Survey No 257,Part Nashik,,,,Tal and Dist.Nashik,Maharashtra.422002

Duty Payer: PAN-AAJFJ0360P,Jaikumar Constructions LLP
Other Party: PAN-ABBPC6969Q,Balchand Dhanchand Choradiya

Shrikant Gholapkar
Bank official's Name & Signature

Bank official's Name & Signature

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

Govt. Valuation Rs. 1,97,50,000/- Consideration Rs. 2,79,10,000/-
Stamp of Rs. 13,95,500/- Registration Fee Rs. 30,000/-
Receipt No. Nashik- 1.3.69

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

॥श्री॥

Development Agreement

THIS DEED OF DEVELOPMENT AGREEMENT is made and executed, on this 28th day of the Month of December in the Christian year Two Thousand Fifteen, at Nashik.

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

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(3)

BETWEEN

1. **Mr. Balchand Uttamchand Choradiya**
   Age- 64 Years, **Occ.** - Agriculturist & Business
   PAN-ABBPC 6989 Q
2. **Mrs. Pramila Balchand Choradiya**
   Age- 72 Years, **Occ.** - Agriculturist & Business
   PAN-ACQPC 3944 F
   B/R/o.-Flat No. 12, Rose Park, Canada Corner,
   Nashik-422002.

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. Manoj Jaikumar Tibrewala
Age- 45 Years, **Occ.** - Business & Agriculturist
Office Address-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. Mr. Balchand Uttamchand Choradiya and Mrs. Pramila Balchand Choradiya purchased area admeasuring 0 H 15 R from Survey No. 257/1G and areaadmeasuring 0 H 09 R from Survey No 257/1H from Mr. Vilas Rasiklal Shah by Registered Sale Deed. Said sale deed is registered with Sub-Registrar Nashik-5 at Sr. No 10616-2012 dated 19/12/2012. By this sale deed name of purchaser(owner)

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

has been entered in ownership colounm of 7/12 extract by M. E. No. 87373.

Mr. Balchand Uttamchand Choradiya and Mrs. Pramila Balchand Choradiya 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 Corporation, Nashik, bearing Survey No. 257/1G, area admeasuring 0 Hector 15 Ares out of the said area 0 Hecor 11 Ares & land bearing Survey No. 257/1H total area admeasuring 0 Hector 32.9 Ares out of said area 0 Hector 09 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 limitation of their age. 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 2000 Sq. Mtrs. or thereabout bearing

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(5)

Survey No. 257/1G(P) & 257/1H(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 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. In consideration of the owner permitting the developers to develop the said property, the developer has agreed to pay to the owner the consideration of the development rights of the said property in the following manner :-

a) It is agreed between the parties that in pursuance of Development Agreement developer shall construct building / buildings on the property mentioned in schedule. Out of the said total constructed area builders / developer shall give or handover 11,112 Sq. Ft. carpet area as a consideration for the development of property to the owner and developer shall retain remaining constructed area for himself.

It is also specifically agreed between the parties that after completion of building / buildings the constructed premises / flats will be amicably distributed up to the above mentioned area only.

b) It is also specifically agreed that, the owner shall only possess ownership rights relating to the above mentioned constructed area. The Infrastructure, Legal, MSEDCL, Maintenance etc. charges which shall be applicable time to time to each flat premises and it will be collected by the developer only or the owner shall deposit said respective charges relating to their flat premises with the developer.

c) 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

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-1

from time to time as per progress of construction.

d) 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.

e) It is hereby specifically agreed between the parties to this deed that except the aforesaid consideration in form of constructed area, the owner is not entitled to claim any other consideration from Developer.

f) 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. In that case developer shall entitled to sale additional constructed area to the third party. At that time owner will not be entitled to claim any additional constructed area from developer.

g) The developer shall for and on behalf of the owner submit to the Nashik Municipal Corporation plans for getting the said property developed. 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 & discretion.

h) 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 declared that they have indemnify developer from all loss, objections & encumbrances.

i) As well as the owner and the developer shall jointly get the said property surveyed and ascertain the exact

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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.

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 has 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 to use the said property for residential use from any Government body or authority.

g) N. A order has been issued 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 Developer has taken the said property for Development of Residential Project on the said property.

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

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.

7. On the execution of this agreement, the owner shall grant to the developer license to enter upon the said property as bare licensees only for enabling them to develop the said property subject to the handover of agreed constructed area as a consideration to the owner as set out hereinabove. The Developer shall develop the said property by taking their own decision & free to sell the constructed area of their share to any person & receive consideration to that effect. It is also agreed between the parties that the owner have no right or reserve any right to interfere in the development work, it is the sole authority & sole responsibility of developer only.

8. 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

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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.

9. The owner hereby agrees that, the Developer shall amalgamate the area owned and possessed by land owner and of 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, to that effect to get necessary orders from competent authority. To give an application for bringing changes on 7/12 extract.

10. 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 byelaws of Nashik Municipal Corporation, Nashik.

11. 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.

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

12. 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.

13. The developer shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the owners or to the occupants of the neighboring properties.

14. 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 3 years from the execution and registration of the said document. 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 as 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.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat to 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
vi) Delay by Local Authority in issuing or granting

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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.

15. 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 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.

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

16. The owner shall at the time of handing over possession of the said property to the developers, 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 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.

17. 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.

18. 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 owner which is specifically mentioned above.

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19. 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 as 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 ensure that the workman employed for the purpose of carrying out the development work are properly insured.

20. It is also agreed between the parties that the developer shall handover the possession of the consideration area 11,112.00 Sq. Ft. carpet area to the owner within 3 years from the date of registration of this deed. The owner can utilised said area for himself or to sale said area to the third party or to the developer and to that effect free to receive the sale amount of it. The owner can sale above mentioned constructed area to third party only when the developer will be alloted constructed area / flats in the name of owner. In that case Developer shall give his consent to sale of the said premises at that time the owner shall bear all the taxes on the amount which he has received from sale & shall keep developer indemnified from & against all the amount of taxes. As well as the owner shall pay, infrastructure charges, monthly / yearly maintenance, maintenance deposit on the constructed area of their share and shall handover the said charges to developer before obtaining the possession of the constructed premises.

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

21. The developer shall also entitled to sale the constructed premises of his share on ownership basis to the prospective purchasers, tenants, lessees, licensees etc. for that purpose to enter into agreements or letter of allotment or such other writings or documents in their own name. It is specifically agreed that no obligation of any nature whatsoever of the developer shall be incurred by the owner qua the prospective purchasers, tenants, lessees, licensees etc. of the developer and it shall be the obligation of the developer alone to comply with and

carry out the agreement or letters of allotment writings and documents with the respective person in that case developer is free to receive amount of said sale of his share.

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, development agreement with the owner of adjoining area / hissas, the owner of the schedule property have given there free consent for the said. 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 building / buildings on the said property within the period of 3 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 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 immediate development.

23. It is specifically agreed between the parties that, developer shall purchase T.D.R., F.S.I by their own cost and expenses and on their own responsibilities 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.

24. It is specifically agreed between the parties that, the

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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.

25. It is hereby expressly agreed that, owner shall entitle to sale or dispose of the constructed premises from buildings up to his share mentioned above. And by obtaining prior permission from owner developer will sale or dispose of the share of owner The owner, and developer 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 owner and developer shall specifically mention about the owner & developers responsibility in the agreement to be entered into between the developer & the prospective purchasers or the owner and prospective purchasers.

26. The developer is responsible & liable to pay and bear all costs expenses for development of the said property including the T.D.R. 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.

27. 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, & 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 parties shall pay & bear the income tax in their own name & on their own account without referring the other party responsible for any reasons whatsoever.

28. 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.

29. 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.

30. 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 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.

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31. 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.

32. 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 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 approval of building plans in NMC Nashik revenue, DILR and other Government departments. As well as sign on behalf of owner, on any forms, deed, transfer deed, mortgage deed, sign on every documents of mortgage or relating to loan.

33. 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.

34. 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. 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

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

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.

35. 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.

36. The owner has given an area admeasuring 0 H. 11 Ares out of total area 0 Hector 32.9 Ares from Survey No. 257/1G & area admeasuring 0 H. 09 Ares out of total area admeasuring 0 H. 32.9 R from Survey No. 257/1H thus total area admeasuring 0 H. 20 R. i.e. 2000 Sq. Mtr. lying and situated at Nashik to the Developer for Development purpose. The said property yet not to be included in Parksyde Homes project hence for valuation purpose zone number 1.3.69 is applicable. Hence the Government valuation of the above mentioned area is Rs.1,97,50,000/-. The consideration of this agreement is of 11122 Sq. Ft. carpet area i.e. 1032.33 Sq. Mtr. from and out of total constructed area which the developer shall agree to give to the land owner. Hence Government rate for construction is applicable at Rs. 26,500/-x 85% x 1032.33 Sq. Mtr Carpet area + 20% = 1238.80 = Rs. 2,79,10,000/- considered as consideration amount hence stamp duty is paid on value of Rs. 2,79,10,000/- which is of Rs. 13,95,500/- and registration fee is Rs. 30,000/-

THE SCHEDULE-I ABOVE REFERRED TO

A) All that piece and parcel of the property area admeasuring **0 Hector 11 Ares i.e. 1100 Sq. Mtr.** from the area 0 Hector 15 Ares owned and possessed by owner out of total area admeasuring 0 Hector 32.9 Ares, N.A. Assessed at Rs. 1579.20 Paise from **Survey No. 257/1G** lying and

नसन – ३
दस्त ९३८५ /२०१६
१९ — ७२

situated at **Mauje Nashik** within the limit of Nashik Municipal Corporation and Sub-Registration of Nashik bounded as follows:-

East	:	Remaining area admeasuring 400 Sq. Mtr. from Survey No. 257/G
West	:	Remaining area admeasuring 1790 Sq. Mtr. from S. No. 257/1G owned by Mr. Vilas Shah
South	:	Area from Survey No. 257/1H
North	:	Area from Survey No. 257/1F/2

B) All that piece and parcel of the property area admeasuring **0 Hector 09 Ares i.e. 900 Sq. Mtr.** out of total area admeasuring 0 Hector 32.9 Ares, N.A. Assessed at Rs. 1579.20 Paise from **Survey No. 257/1H** lying and situated at **Mauje** Nashik within the limit of Nashik Municipal Corporation and Sub-Registration of Nashik bounded as follows:-

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

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.

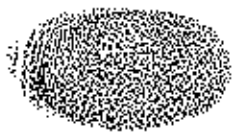
SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED OWNERS





1.Mr. Balchand Uttamchand Choradiya





2.Mrs. Pramila Balchand Choradiya

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

SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED DEVELOPERS



M/s. Jaikumar Constructions LLP
through its Partner
Shri. Manoj Jaikumar Tibrewala

IN THE PRESENCE OF WITNESSES:-

1.

2.

SEAL OF THE JOINT SUB-REGISTRAR

[महाराष्ट्र जमीन महसूल अधिकार

गाव

तालुका

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती
४५७	७ ग ✓	

शेताचे स्थानिक नाव	भोगवटदार वर्ग १

लागवडी योग्य क्षेत्र	हेक्टर	आर
	०-३२	९
एकूण ..	०-३२	९
पोटखराब लागवडी योग्य नसलेले)-		
वर्ग (अ) ..		
वर्ग (ब) ..		
एकूण ..	०-३२	९

	रुपये	पैसे
आकारणी ..	७	३७
जुडी किंवा विशेष आकारणी ..	१५७	२०
	७	३७

भोगवटदाराचे नाव

(७५०८) (७२४७९) (७५०१७)

चंद्रभागाबाई निवृत्ती खुर्पेकर
दत्तात्रेय निवृत्ती खुर्पेकर
दर्शन निवृत्ती खुर्पेकर
बाळू निवृत्ती खुर्पेकर
सुदर्शनाबाई पोपटराव जेजुरकर
कुसुमबाई अशोक लिखे
मंदाबाई दगडू जोगुडे

(७५०१७)

विजास रसिकलाल शाह
क्षे०-१७-९ आर (७८४३९)

खाडचंद जयपालचंद चोरडिया
प्रवीलाल खाडचंद चोरडीया
क्षे०-१५ आर (७४३७३)

खाते क्रमांक
सन - ३
गावाचे नाव
२३९ भूमापन
२१ - २

इतर अधिकार
उगमरिक्त क्षेत्र ३२००-००
(७५४७९) (७९७५४) (७१५१८)

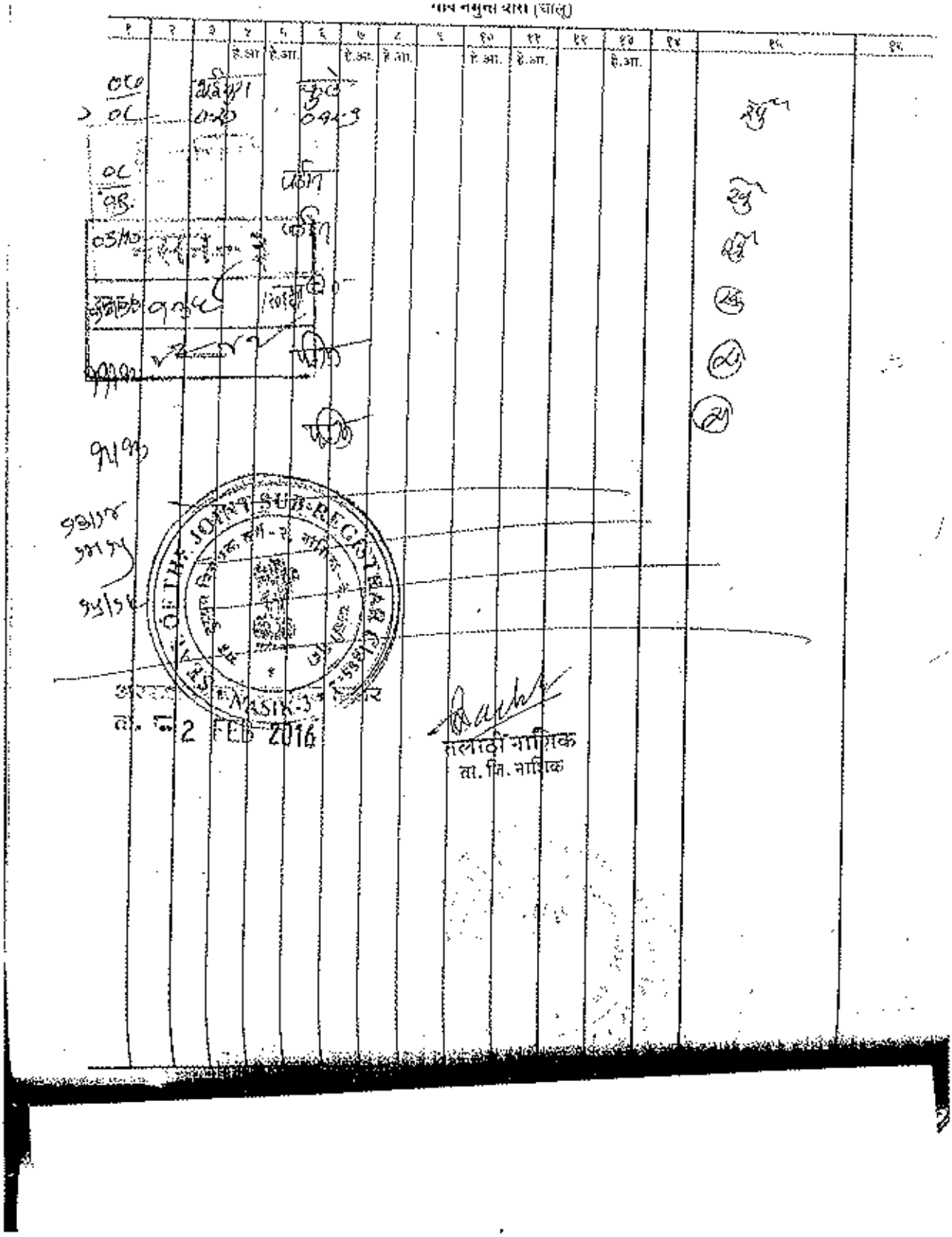
सीमा आणि भूमापन चिन्हे

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

वर्ष	हंगाम	पिकाखालील क्षेत्रांचा तपशील							लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन धारणाधारे नाव	शेरा
		मिश्र पिकाखालील क्षेत्र			विशेष पिकाखालील क्षेत्र								
		पिकाखालील संकेत क्रमांक	भात सिंचित	भात असिंचित	घटक पिके (उदा. ज्वारी खरीप) सिंचित	घटक पिके असिंचित	ऊस सिंचित	ऊस असिंचित	सरकार	क्षेत्र			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			हे.आ.	हे.आ.				हे.आ.	हे.आ.		हे.आ.				
०५ ०६					पुर्वे ०-२०		०-१२-८								
०६ ०७					पुर्वे ०-२०		०-१२-९								

SUB-REGISTRAR OF ASSURANCES-1 PUNE


OF THE JOINT SUB-REGISTRAR
NASIK-3
12 FEB 2016

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख

गाव

तालुका

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती
२५७१	१८	

मोजले स्थानिक गाव: जगतवडा वर्ग १

लागवडी योग्य क्षेत्र — हेक्टर: 0-32-e; आर:

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.....
.....

एकूण .. 0-32-e

पोटखराब लागवडी योग्य जमिनी):-

वर्ग (अ) ..

वर्ग (ब) ..

एकूण .. 0-32-e

	रुपये	पैसे
आकारणी ..	9	30
चुकी किंवा विशेष आकारणी ..		
	9	30

शिरे १५७९ २०

भोगवटादाराचे नाव

(७५९२) (७२७५३) (७२३७९)

[पार्वती पांडुरंग खुर्दळकरी]
लक्ष्मीबाई अशोक खुर्दळकरी
सविता अशोक खुर्दळकरी
सुवर्णा अशोक खुर्दळकरी
अ. पा.क. लक्ष्मीबाई (३०४२०)

विमल कारभारी खैरे
सुमन पोपट खैरे
(पुढील)

विठ्ठल रखमाजी शिंदे
क्षेत्र 0-23-2 आर (७८४०)

त्र्यंबकचंद छत्रभुज ओसवाल
पुष्पाबाई त्र्यंबकचंद ओसवाल
क्षेत्र 0-09 आर (७३७३)

खाते क्रमांक:

कुळाचे नांव: खंड रु. पैसे

इतर अधिकार
खाजगी पाण्ट दोने
विक्री करण्यास मनाई
३.७१८५ प्रमे
[illegible] 1/2016
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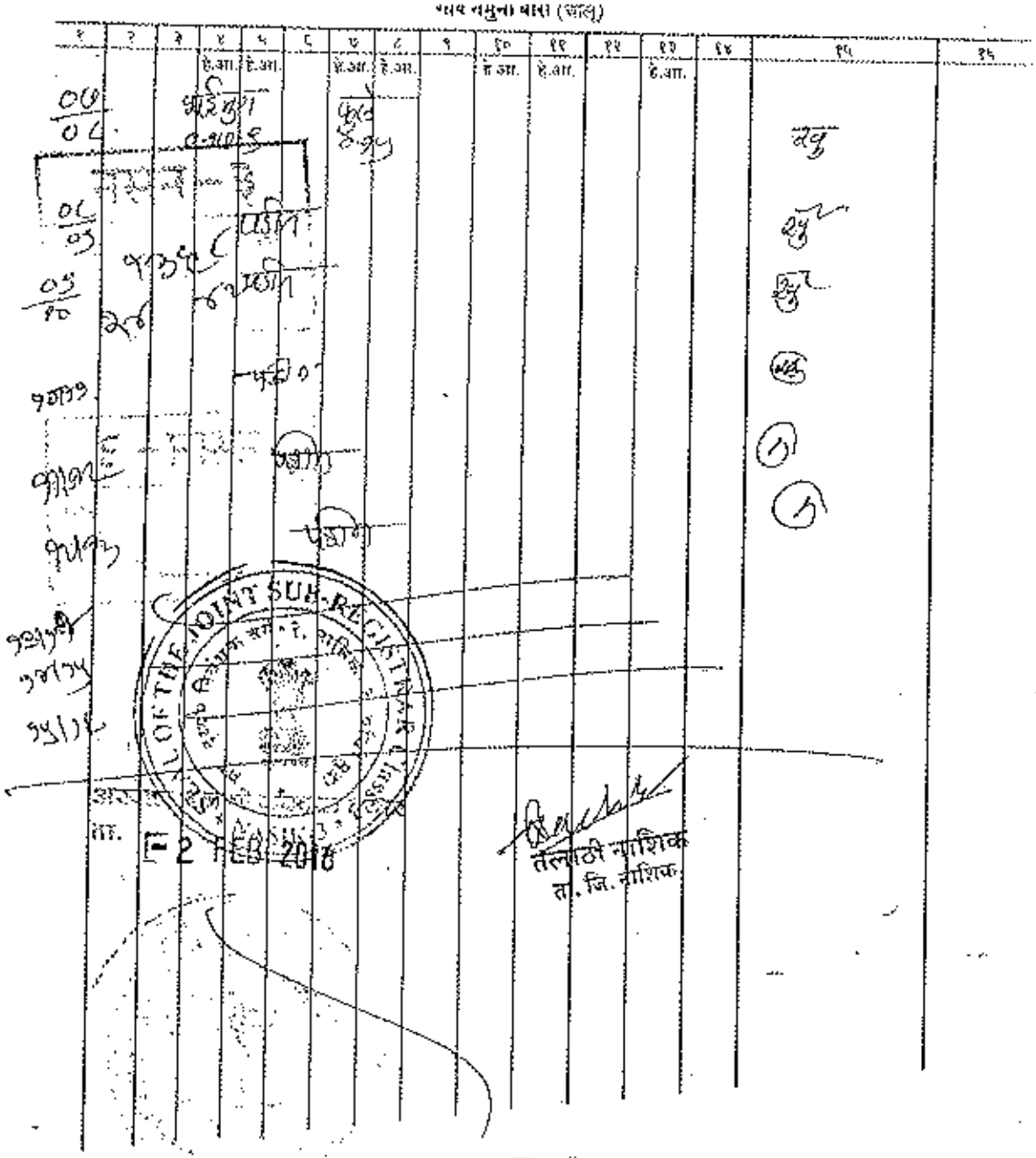
सीमा आणि भूमापन चिन्हे

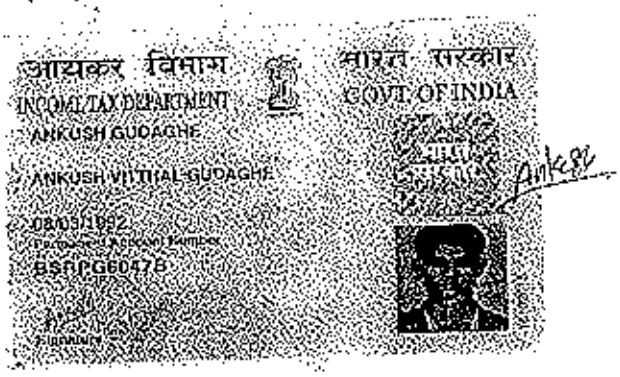
गाव नमुना बारा (पिकांची चौकशी)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुधिगोपित ठेवणे) नियम, १९७९ याखालील नियम

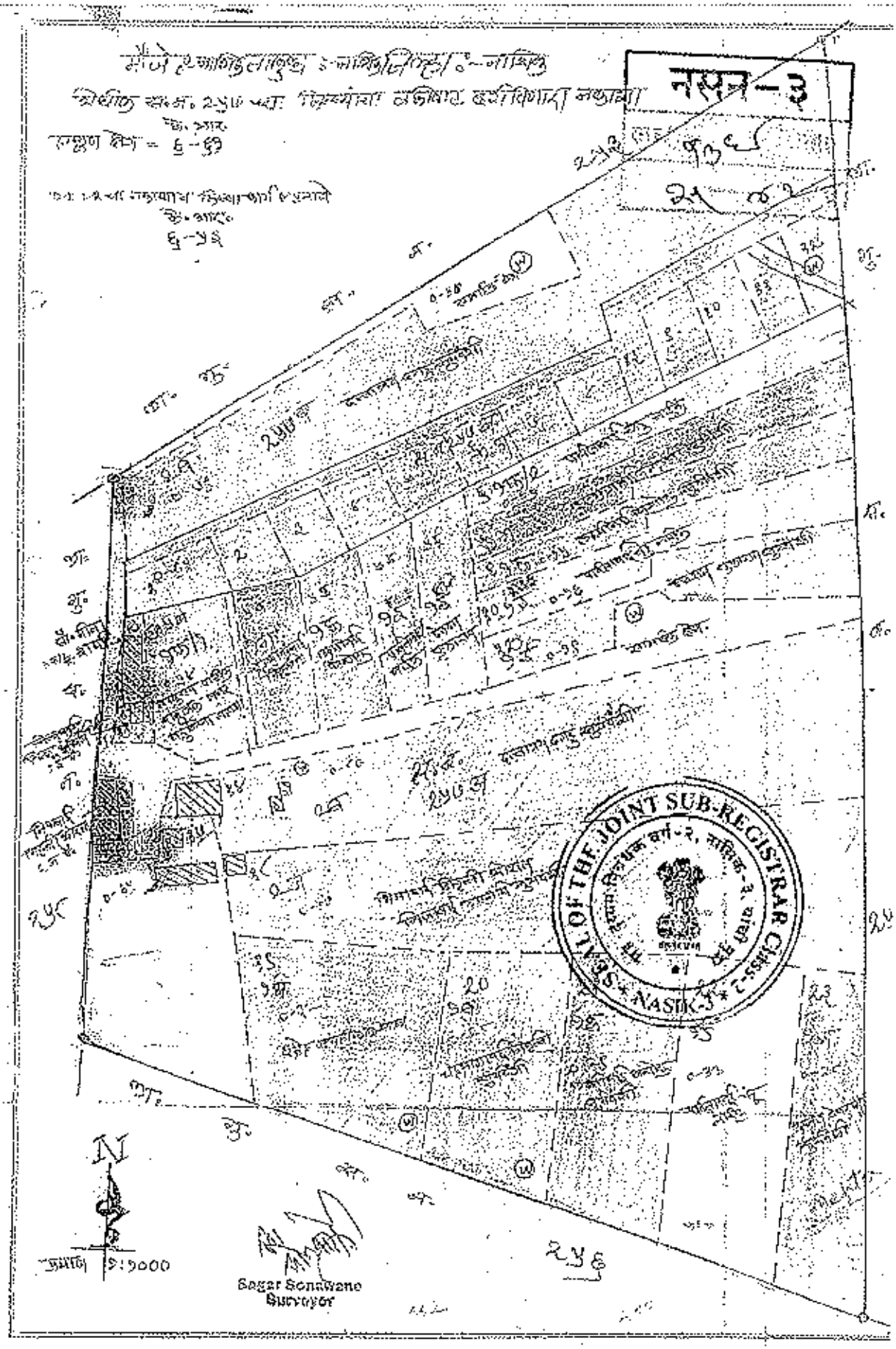
वर्ष	हंगाम	पिकाखालील क्षेत्रांचा तपशील: मिश्र पिकाखालील क्षेत्र — पिकाखालील क्षेत्राचा संकेत क्रमांक	जल सिंचित	अकाल सिंचित	घटक विके व प्रत्यक्ष खालील क्षेत्र — पिकाचे नाव	जल सिंचित	अकाल सिंचित	निरंक पिकाखालील क्षेत्र — पिकाचे नाव	जल सिंचित	अकाल सिंचित	लागवडीखालील उपलब्ध नसलेली जमीन: खरीब	रब्बी	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४
			हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.	हे.आ.		हे.आ.	
05/06					पुढे 0-32-e								(२३)
06/07					मुरमुरा 0-20-5			फुटे 0-12					

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


JOINT SUB-REGISTRAR
तलाठी नाशिक
ता. जि. नाशिक


आयकर विभाग
INCOME TAX DEPARTMENT
ANKUSH GUDAGHE
ANKUSH VITTHAL GUDAGHE
08/09/1992
Permanent Account Number
BSRPG6047B
भारत सरकार
GOVT. OF INDIA

नमुना - ३


N
Sagar Sonawane
Surveyor
ALL OF THE JOINT SUB-REGISTRAR CLASS-2
NASIK-3

Jaikumar Constructions LLP

Admin Office : "Vastu Shop" Ground Floor Gautam Housing Society Bay's Town School Road Old College Road Nashik 422 005
Regd. Office : 108 Survey Patil Nagar Nashik 422 005 E-mail jaikumarconstructions@gmail.com Tel No. 0253 - 2350455 LLP No. AAB

Authority Letter

As per meeting dated 01/02/2016 the matter of execution of Purchase Deed, Development Agreement & General Power of Attorney to be executed of Survey No 257/1F/2(Part), Survey No. 257/1G(Part) & Survey No. 257/1H (Part) at Village Nashik, Tal. and Dist. Nashik

The said deeds are required to be executed before the Sub-Registrar, Nashik by the firm as Purchaser / Developer.

We all the partners of M/s. Jaikumar Constructions LLP hereby authorize to **Mr. Manoj Jaikumar Tibrewala** 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 / Developers

M/s. Jaikumar Constructions LLP

SEAL OF THE JOINT SUB-REGISTRAR NASIK-1

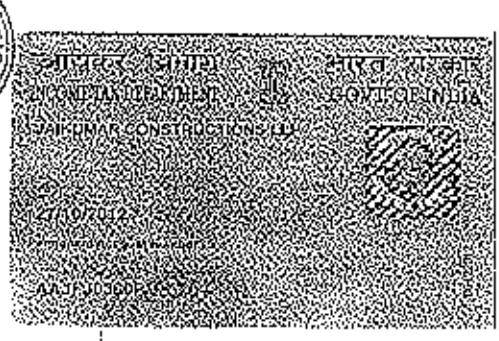
Mr. Manoj Jaikumar Tibrewala
Partner

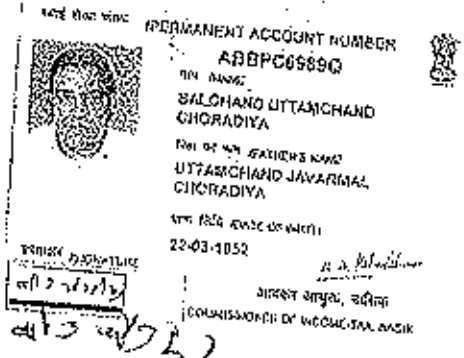
Mr. Merzyan Hosi Patel
Partner

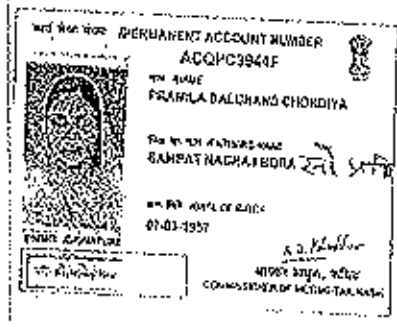
Date 02/02/2016

Place: Nashik

JAIKUMAR CONSTRUCTIONS LLP NASHIK







नमुना-३

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

२) महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६

३) श्री. भरत राजेंद्र शहा व इ. रा. बिल्डर्स इस्टेट, ४ था मजला, अभ्यंकर टॉवर, एम.जी. रोड, नाशिक यांचा दि. २५/१/२०१२ चा अर्ज

४) कार्यकारी अभियंता, गोदावरी विभाग नाशिक यांचे पत्र क्र/पत्र क्र.४८३, दि. ६८/१/२०१२ दि. ३०/१/२०१२

५) उपजिल्हाधिकारी प्रांताधिकारी क्र. २ नाशिक यांचे पत्र क्र.मुस/क्र.२/कावि/२०१२/वि.१५/८/२०१२

६) अपर जिल्हाधिकारी व सक्षम प्राधिकारी, यांचे क.म.नाशिक यांचे पत्र क्र/ना.ज.क.सक्षम/क.४/३९१/२२४ दि. २०/४/२००६

७) या कार्यालयाचे मत क्र/मह/कक्ष-३/४/वि.शे.प्र.क्र/४४३/२०१२ दि. ३/१/२०१२

जिल्हाधिकारी कार्यालय नाशिक.
क्र.मह/कक्ष-३/४/वि.शे.प्र.क्र/४४३/२०१२
नाशिक दिनांक :- २८/१/२०१२

आदेश.

महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ प्रमाणे व त्याखालील नियमान्वये श्री. चरण राजेंद्र शहा व इ. रा. बिल्डर्स इस्टेट, ४ था मजला, अभ्यंकर टॉवर, एम.जी. रोड, नाशिक येथे राहणारे, 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 ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ इ प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ फ प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ फ/२ चे प्लॉट क्र. -- चे क्षेत्र ३२३८.९० चौ.मी. ग.न/स.नं. २५७/१ ग प्लॉट क्र. -- चे क्षेत्र ३२९०.०० चौ.मी. ग.न/स.नं. २५७/१ ज 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 चे प्लॉट क्र. -- चे क्षेत्र ५४०३.०० चौ.मी. ग.न/स.नं. २५७/२ ब चे प्लॉट क्र. -- चे क्षेत्र ७८३५.०० चौ.मी. = ४५२९६.९० चौ.मी. मेकडे ३७८४८.०० चौ.मी. (अक्षरी- सदोतीस हजार आठशे अठ्ठेचाळीस चौ.मी.) या क्षेत्रास निवासी वापराच्या 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 नियमांना अधिन राहून परवानगी देण्यात येत आहे.

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

३) जमीनीवरील परवानगी देणेत आलेला अकृषिक वापर हा आदेशाच्या दिनांकापासून २ वर्षाच्या आत अनुज्ञप्तीने सुरू केला पाहिजे असे न केल्यास सदर मुदतीत जिल्हाधिकारी यांनी वाढ केली नसल्यास दिलेली परवानगी आपोआप रद्द झाल्याचे मानण्यात येईल.

४) महाराष्ट्र जमिन महसूल अधिनियम १९६६ कलम ११० किंवा वेळोवेळी कलम १९४ अन्वये बदल केलेल्या यथास्थिती लागू राहतील. अशी बदलेली अकृषिकारणी देण्यास अर्जदार जबाबदार राहील.

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

६) सदरहू परवानगी ही शहरी जमिन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदींना 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 त्याच कारणासाठी करणे बंधनकारक आहे. संबंध सदरहू जमिनीची किंवा सदरहू जमिनीपैकी काही भागाचा अथवा त्यावरील विल्डींगचा अथवा बांधकामाचा उपयोग इतर कारणासाठी करावयाचा झाल्यास यास जिल्हाधिकारी, नाशिक यांची लेखी पूर्व संमती घ्यावी. याप्रमाणे विल्डींगचा उपयोग हा रहिवासी जमिनीचा उपयोग म्हणून मानण्यात येईल.

९) परवानादार यांनी जमिनीची सुधारणा, मजूर ला आठ प्रमाणे म्हणजे रस्ते, ड्रेनेज इत्यादी यांचा पूर्ण करून खुली जागा व रस्ते महानगरपालिका नाशिक यांचेकडे हस्तांतरीत करावे.

१०) महाराष्ट्र जमीन महसूल (सुधारणा) अध्यादेश १९९४ [illegible] यांना तेवढ्या एवढी प्लॉटची मोजणी व रेखांकन भूमी अभिलेख विभागाकडून करून घेऊन त्याप्रमाणे [illegible] महानगरपालिका नाशिक/ मुख्य कार्यकारी अधिकारी, देवळाली कन्टोनमेंट बोर्ड यांचेकडे [illegible] यांचेकडील अभिन्यास/बांधकाम नकाशा मंजुरीचे पत्रामधील सर्व अटी व शर्तींची पूर्तता करण्यात येईल.

११) सदरची परवानगी महानगरपालिका नाशिक/ [illegible] देवळाली कन्टोनमेंट बोर्ड यांचेकडील अभिन्यास/बांधकाम नकाशा मंजुरीचे पत्रामधील सर्व अटी व शर्तींचे पालन होईपर्यंत राहील.

१२) परवानादार यांनी संबंधित महानगरपालिका/नगरपरिषद/नगरपंचायत [illegible] फक्तकारी अधिकारी, देवळाली कन्टोनमेंट बोर्ड यांचेकडून बांधकामाची परवानगी घेतल्याशिवाय बांधकाम सुरु करू नये.

१३) ज्या ठिकाणी सक्षम नियोजन अधिकारी नाही, अशा [illegible] ग्रामीण महसूल (जमीनीच्या वापरात बदल अकृषिक आकारणी) नियम १९६९ अनुसूची २ प्रमाणे [illegible] जिल्हाधिकारी यांचेकडून मंजूर करून त्याप्रमाणे बांधकाम करावे.

१४) मुंबई महामार्ग अधिनियम १९५५ प्रकरण ६ लागू असलेल्या जमीनीच्या बाबतीत, महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल अकृषिक आकारणी) नियम १९६९ अनुसूची २ मध्ये २१९ फलकमाणे प्रमाणे रस्त्याची रिषा व इमारतीची रेषा यामधील इमारतीच्या [illegible] कामासाठी अगर देण्यात आलेल्या तरतुदीचे भंगल करणे परवानगीचा बंधनकारक आहे.

१५) परवानादार यांनी अकृषिक प्रयोजनाची [illegible] उपयोग सुरु केल्यानंतर अथवा त्यासंबंधात पक्के बांधकाम केल्यानंतर एक महिन्याच्या आत संबंधित तलाठी/मंडलाधिकारी/निवासी नायब तहसीलदार यांचेकडे त्याबाबत परवानादार यांनी महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल अकृषिक आकारणी) नियम १९६९ नियम ६ प्रमाणे दाखला करून घेतला पाहिजे.

[illegible] नक्कल
७३
२८

१६) परवानादार यांनी जमिनीच्या अकृषिक सारा दर चौ.मि.ला रु. ०.४८ पै. दिवाळी या प्रमाणे भरावा. तसेच सदर अकृषक सारा हा शासनाचे सन २०१२ ते २०१६ या कालावधीचा सुधारीत अकृषिक प्रमाणदर निश्चित केल्यानंतर येणा-या फरकाची रक्कम भरणे बंधनकारक असेल या अटीवर सदरची परवानगी देण्यात येत आहे.

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

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

१९) परवानादार यांचेवर महाराष्ट्र जमिन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम १९६९ चे अनुसूचि ४ किंवा ५ मध्ये नमूद केलेल्या शर्ती व नमुन्यामध्ये सदर बिनशेती उपयोग सुरु केल्या पासून एक महिन्याचे आत करुन देण्याचे बंधनकारक राहील.

२०) परवानादार यांचेकडून या आदेशात नमूद केलेल्या शर्तीचा अथवा सनदेमध्ये नमूद केलेल्या शर्तीचा भंग केल्यास महाराष्ट्र जमिन महसूल अधिनियम १९६६ व त्या खालील नियमान्वये जिल्हाधिकारी जो दंड व सारा भरावयास सांगतील तो भरणे परवानादार यांचेवर बंधनकारक असेल.

२१) जिल्हाधिकारी यांना या परवानगीतील अटी व शर्तीविरुध्द बिल्डींग व इतर बांधकामे केलेली आढळून आल्यास किंवा ते वाढवून किंवा त्यामध्ये बदल केलेले आढळून आल्यास ते ठराविक मुदतीत काढून टाकण्यास फर्माविण्याचा कायदेशीर अधिकार राहील व सदरहू मुदतीत परवानादार यांचेकडून जमिन महसूलाची थकबाकी म्हणून वसूल केली जाईल.

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

२३) अधिकार अभिलेख व जमिनीच्या मालकी हक्काबाबत भविष्यात काही वाद उद्भवल्यास व त्यामध्ये तथ्य आढळल्यास तसेच मालकी हक्काबाबत काही गंभीर स्वरुपाच्या कायदेशिर त्रूटी आढळल्यास त्याची संपूर्ण जबाबदारी अर्जदार यांचेवर राहील.

२४) वरीलप्रमाणे 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 कसे व विकास यत्पनि, अर्जदाराने यापूर्वी बिनशेती मिळून 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 परवानग्यासहीत) तर सदर परवानगी रद्द होण्यास पात्र राहील.

२५) प्रचलित प्राधिकरणास कळविली जाणा.

२६) सदर प्रकरणी संदर्भ आदेशीत झाले, तसल्याचे आढळून आल्यास ही परवानगी तसेच पूर्वीच्या परवानग्या रद्द होण्यास पात्र राहतील.

२७) बांधकामासाठी लागणा-या विटामध्ये फ्लायअॅशचा वापर करण्यात आले, त्या प्रमाणे वापर नियमितपणे करावे.

स्वाक्षरित प्रति वर जिल्हाधिकारी यांची

यांची स्वाक्षरी आहे.

जिल्हाधिकारी नाशिक करिता

प्रति- श्री. करण सजेंद्र शहा व इ. रा. विराज इस्टेट, ४ था मजला, अभ्यंकर टॉवर, एम.जी.रोड, नाशिक.

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

प्रत- मूळ कागदपत्र पान नं. १ ते ७३५ सह तहसिलदार नाशिक यांचेकडेस माहितीसाठी व कार्यवाहीसाठी अग्रेषित.

२/- त्यांना विनंती करण्यात येते की, परवानादार यांनी अकृषिक प्रयोजनाकरीता जमिनीचा वापर केल्याबाबत लक्ष ठेवावे. परवानादार यांनी मौजे- नाशिक, चे गावातील क्षेत्राचा अकृषिक प्रयोजनाकरीता जमिनीचा वापर सुरु केल्याबाबत कळविल्यानंतर तालुका फॉर्म नंबर २ गा.न.नं. २ अकृषिक प्रयोजन नोंदवहीमध्ये बिनशेती सा-याबाबत योग्य ती नोंद घ्यावी. परवानादार यांनी अकृषिक प्रयोजनाकरीता वापरलेल्या तारखेपासून वसूल करण्याचे दृष्टीने कार्यवाही करावी व त्याप्रमाणे सनद करुन द्यावी. तसेच अट क्र १० मध्ये नमूद केलेनुसार या कार्यालयाकडून नमुना अनुसूची चार किंवा पाच मधील मंजूर सनद प्राप्त झालेशिवाय प्रस्तुत जमीनीचे बिनशेती प्लॉटचे ७/१२ तयार करु नयेत.

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

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

३) उपविभागीय अधिकारी, नाशिक उपविभाग नाशिक.

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

टिप- परवानादार यांनी रुपांतरित कराची रक्कम रुपये- १,२७,१११/- (अक्षरी- एक लाख सत्तावीस हजार एकशे-एकोणसत्तर रु मात्र.) सरकारी खजीन्यात दि. ३०/१०/२०१२ व मोजणी फी रु. ५१,०००/- (अक्षरी- एक्कावन्न हजार रु मात्र.) सरकारी खजीन्यात दि. ३/१२/२०१२ रोजी भरणा केल्याची चलने हजर केली आहेत.

जिल्हाधिकारी नाशिक करिता

[redacted]
गुरुवार,11 फेब्रुवारी 2016 10:55 म.पू.

दस्त गोषवारा भाग-1

नमुना3
दस्त क्रमांक: 1368/2016

दस्त क्रमांक: नमुना3 /1368/2016

बाजार मुल्य: रु. 1,97,50,000/- मोबदला: रु 2,79,10,000/-

भरलेले मुद्रांक शुल्क: रु.13,95,500/-

दु. नि. सह. दु. नि. नमुना3 यांचे कार्यालयात

अ. क्रं. 1368 वर दि.11-02-2016

रोजी 10:54 म.पू. वा. हजर केला.

पावती:1604 पावती दिनांक: 11/02/2016

सादरकरणाराचे नाव: मे.जयकुमार बन्सीलालजी एलएलपी तर्फे भागीदार - मनोज जयकुमार हिंमतेवाला तर्फे वि.मु.म्हणून अब्दुल रसिकभाई शाह . .

दस्त हजर करणाऱ्याची सही:

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 840.00
डाटा एन्ट्री	रु. 20.00

पृष्ठांची संख्या: 42

एकुण: 30860.00

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: डेव्हलपमेंट ॲग्रीमेंट

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानिक अभिलेख्या कोणत्याही शहर क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 11 / 02 / 2016 10 : 53 : 43 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 11 / 02 / 2016 10 : 54 : 51 AM ची वेळ: (फी)

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

Summary-2(दस्त नोंदणीचा भाग - २)

11/02/2016 10:57:27 AM

दस्त नोंदणी भाग-2

नाशिक3
दस्त क्रमांक: 1368/2016

दस्त क्रमांक :नशिक3/1368/2016
दस्ताचा प्रकार :-डेव्हलपमेंट अग्रीमेंट

अनु क्र	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे.जयकुमार कल्याणजी धर्मे भागीदार - मनोज जयकुमार डिव्हेलपर्स तर्फे वि.मु.म्हणून अतुल रविकमल शाह - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: पोरेश अपार्टमेंट,शरणपुररोड,नाशिक , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, NASIK. पॅन नंबर:AAJFJ0360P	लिहून घेणार वय :-51 स्वाक्षरी:-			
2	नाव:1.बाळचंद डायमचंद चोरडीया - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 12,रोज पार्क,कॅनडा कॉर्नर,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, NASHIK. पॅन नंबर:ABBPC6989Q	लिहून घेणार वय :-64 स्वाक्षरी:-			
3	नाव:2.सौ.प्रमिला बाळचंद चोरडीया - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 12,रोज पार्क,कॅनडा कॉर्नर,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, NASHIK. पॅन नंबर:ACQPC3944F	लिहून घेणार वय :-64 स्वाक्षरी:-			

वरील दस्तऐवज करुन देणार तथाकथीत डेव्हलपमेंट अॅग्रीमेंट चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:11 / 02 / 2016 10 : 55 : 56 AM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तिश: ओळखतात व त्यांची ओळख पटविताता

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अंकुश विठ्ठल गुडघे - - वय:23 पत्ता:कामधेनू,कॉलेजरोड,नाशिक पिन कोड:422005		
2	नाव:अशोक सुदर्शन करंजीदे - - वय:35 पत्ता:रा.विसे मळा कॉलेज रोड नाशिक. पिन कोड:422005		

स्वाक्षरी

शिक्का क्र.4 ची वेळ:11 / 02 / 2016 10 : 56 : 50 AM

शिक्का क्र.5 ची वेळ:11 / 02 / 2016 10 : 56 : 56 AM सोबतची पुस्तक 1 मधये

Joint Sub Registrar Nashik3

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकुण २...पाने आहेत.
पुस्तक क्रमांक १, क्रमांक
७३६५..... वर नोंदला
दिनांक ११ माहे फेब्रुवारी सन २०१६

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

EPayment Details

sr.	Epayment Number	Defacement Number
1	MH005994658201617E	00004214572201516

1368 /2016

1. Verify Scanned Document for correctness through thumbnail (4 pages per A4 size) printout after scanning
2. Get print immediately after registration.

SUB-REGISTRAR OF THE JOINT दुय्यम निबंधक वर्ग-२, नाशिक-३, NASIK-3

For Feedback Registrants
Please write us at feedback.isarea@gmail.com

Index-2(सूची - २)

11/02/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3
दस्त क्रमांक : 1368/2016
नोंदणी :
Regn:63m

गावाचे नाव : 1) नाशिक शहर

(1)विलेखाचा प्रकार	डेव्हलपमेंट ॲग्रीमेंट
(2)मोबदला	27970000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पटेदार ते नमुद करावे)	19750000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: 1) मौजे नाशिक येथील सर्वे नं 257/1ग, गांरपै क्षेत्र 0 हे 32.9 आर चालू बिनशेती आकार रु.1579.20 पैसे पैकी विकून देणार यांचे खरेदी मालकीचे 0 हे 15 आर क्षेत्र पैकी 0 हे 11 आर म्हणजेच 1100 चौ.मी,2) मौजे नाशिक सर्वे नं 257/1ह क्षेत्र 0 हे 32.9 आर चालू बिनशेती आकार रुपये 1579.20 पैसे पैकी विकून देणार यांचे खरेदी मालकीचे 0 हे 09 आर म्हणजेच 900.00 चौ.मी.((Survey Number : 257/1ग,257/1ह ;))
(5) क्षेत्रफळ	1) 0.2000 हेक्टर , आर
(6)आकारणी किंवा जुडी देण्यात आलेल्या क्षेत्राचे.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-1,बाळचंद उत्तमचंद चोरडीया - - वय:-64; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 12,रोज पार्क,कॅनडा कॉर्नर,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, NASHIK. पिन कोड :-422002 पॅन नं:-ABBPC6989Q 2). नाव :-2.सौ.प्रमिला बाळचंद चोरडीया - - वय:-64; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 12,रोज पार्क,कॅनडा कॉर्नर,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, NASHIK पिन कोड:-422002 पॅन नं:-ACQPC3944F
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.जयकुमार बिल्डकॉन्स एलएलपी तर्फे भागीदार - मनोज जयकुमार टिबडेवाला तर्फे मु.पु मुखत्यार अतुल रसिकलाल शाह - - वय:-61; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: योगेश अपार्टमेंट,शरणपुररोड,नाशिक , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, NASHIK. पिन कोड:-422002 पॅन नं:-AAJFJ0360P
(9) दस्तऐवज करुन दिल्याचा दिनांक	04/02/2016
(10)दस्त नोंदणी केल्याचा दिनांक	11/02/2016
(11)अनुक्रमांक,खंड व पृष्ठ	1368/2016
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1395500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह. दुय्यम निबंधक वर्ग-२ नाशिक - ३ TWENTY RUPEES

तुषी क्र. II
नोंदणी नंतरची प्रथम प्रत

अस्सल बरहुकुम नकलल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारलेला तपशील:- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

अनुच्छेद :-

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