

ADV. MANAN SHAH & ASSOCIATES.

ADV. MANAN MAYUR SHAH.

(B.B.A, LL.B.)

LEGAL ADVISOR & PROPERTY CONSULTANT

PHONE - 7769918181

EMAIL-

advmananshahandassociates@gmail.com

advmananshah81@gmail.com

OFFICE – 4, SIDDHI POOJA BUSINESS SQUARE, 3RD FLOOR, NEAR SONI PAITHANI, SHARANPUR ROAD, NASHIK – 422002.

AGREEMENT FOR SALE FLAT NO. 05

SMT. RAJANI BHAGWAN KHAIRNAR.

IN FAVOUR OF

MR. GHANSHYAM BHANUDAS NERKAR

NOTARY DOC NO - /2023

DATED - 03/10/2023

भारतीय गैर न्यायिक

एक सौ रुपये

ফ. 100



Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL





REKHA MAHAJAN
Advocate & Notary
(Government of India)
Add: 107/1, Maruti Chambers,
District Court, Nashik-2.

BETWEEN

MOTED & REGISTERED v Serial No. - 4670

Date :-13 / 16 /2023

THIS DOCUMENT

_ pages.

containes 9

NOTARY

1. MR. GHANSHYAM BHANUDAS NERKAR,

AGE: 46 YEARS., OCC. - BUSINESS,

PAN NO.:

AESPN3301H

AADHAR NO - 7616 2512 3114

R/O - R/H 3, SHREE MANGAL H S C, NEAR TULJA BHAVANI MANDIR, PANCHWATI, NASHIK - 422003.

HEREINAFTER REFERRED TO AS THE "PURCHASER" (WHICH EXPRESSION SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF SHALL ALWAYS DEEM TO MEAN AND INCLUDE THEIR LEGAL HEIRS, EXECUTORS, ADMINISTRATOR, REPRESENTATIVE AND ASSIGN) OF THE FIRST PART.

AND

SMT. RAJANI BHAGWAN KHAIRNAR

AGE: 59 YEARS, OCC. - BUSINESS,

R/O - FLAT NO. 05, MAKRAND APARTMENT,

PANCHATI, NASHIK - 422003.

PAN NO.: ABCPK 8902 G

AADHAR NO - 7058 0778 3358

HEREINAFTER REFERRED TO AS THE "SELLER" (WHICH EXPRESSION, UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF SHALL ALWAYS DEEM TO MEAN AND INCLUDEHIS/THEIR LEGAL HEIRS, EXECUTORS, ADMINISTRATOR, REPRESENTATIVE AND ASSIGN) SECOND PART.

AND WHEREAS THE SAID PROPERTY BEARING MAUJE NASHIK SURVEY NO. 102/1/1/2K, PLOT NO. 22 & 23B, HAVING C.T.S. NO. 5869/2/19, TOTALLY ADMEASURING 142.46 SQ. MTRS LYING AND BEING AT VILLAGE NASHIK, TAL. & DIST. NASHIK, WITHIN THE LIMITS OF NASHIK MUNICIPAL CORPORATION, NASHIK. (MORE PARTICULARLY DESCRIBED IN THE SCHEDULE- I WRITIN HEREUNDER AND HEREIN REFERRED TO AS "THE SAID PLOT".



THE SAID PLOT WAS PREVIOUSLY OWNED AND POSSESSED BY THE BUILDER I.E. MRS. DURGA MAKRAND DINDE AND OTHERS, THE NAME OF THE BUILDER IS MUTATED IN THE RECORD OF RIGHTS IN THE OWNER'S COLUMN.

AND WHEREAS THE BUILDER HAD OBTAINED A COMMENCEMENT CERTIFICATE FROM NASHIK MUNICIPAL CORPORATION VIDE LETTER NO. LND / BP / 595 / 3221 DATED - 21/10/1994. THE SAID PROJECT HAS ALSO BEEN DULY COMPLETE AND NASHIIK MUNICIPAL CORPORATION HAS ALLOTED COMPLETETION CERTIFICATE.

"MAKRAND AND WHEREAS THE SAID PROPERTY NAMELY APARTMENT" IS SUBMITTED UNDER THE PROVISIONS OF MAHARASHTRA APARTMENT OWNERSHIP ACT, 1972 (HEREINAFTER REFERRED TO AS THE 'SAID ACT' WHICH HAS BEEN DULY REGISTERED IN THE OFFICE OF THE SUB-REGISTRAR NASHIK-1 VIDE SERIAL NO. **2835/1999 DATED** -9/03/1999.

AND WHEREAS THE SAID FLAT WAS PURCHASED BY SMT. RAJANI BHAGWAN KHAIRNAR FROM THE BUILDER'S I.E. MRS. DURGA MAKRAND

NOTARY

DINDE AND OTHERS BY WAY OF AGREEMENT FOR SALE, AND THEREAFTER

4670

MOTED & REGISTERED THEY HAVE ALSO REGISTERED A DEED OF APARTMENT VIDE SERIAL NO.

A Serial No. -

2938/1999 DATED- 20/03/1999.

Date :- 13/10 /2023 THIS DOCUMENT

Containes.

AND THE SELLER HAVE OBTAINED ALL THE LEGAL OWNERSHIP RIGHTS TO ENTER INTO THE TRANSACTION OF THIS PRESENT AGREMENT

FOR SALE

Advocate & Notary Government of India) Add: 107/1, Maruti Chambers, District Court, Nashik-2.

AND WHEREAS THE PURCHASERS HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS AND ALL THE CONTENTS OF COMMENCEMENT CERTIFICATE, N.A. ORDER AND PURCHASERS AGREE THAT THIS AGREEMENT IS SUBJECT TO THE SAID TERMS AND ARE ALSO BINDING ON THEM.

AND WHEREAS THE SELLER HAVE AGREED TO SALE AND PURCHASER HAVE AGREED TO PURCHASE THE SAID PREMISES BEARING FLAT NO. 05. ON THE THIRD FLOOR, HAVING BUILT UP AREA 60.40 SQ.MTRS, MORE PARTICULARLY DESCRIBED IN SCHEDULE-II HERE

D & REGISTERED **REKHA MAHAJAN** Advocate & Notary (Government of India)

NOTARY

:-13/10/

DOCUMENT

4670

2023 Add: 107/1, Maruti Chambers District Court, Nashik-2.

PARENDER WRITTEN AND HEREIN AFTER REFERRED TO AS THE "SAID PREMISES" TOGETHER WITH RIGHTS AVAILABLE THERETO FOR RS. 15,00,000/- (IN WORDS RUPEES FIFTEEN LAKHS ONLY).

36

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREEDBY AND BETWEEN THE PARTIES AS SHOWN BELOW:

THE PURCHASERS HAVE AGREED TO PURCHASE THE SAID FLAT 01] AND THE SELLER HAS AGREED TO SELL THE SAID FLAT AT LUMPSUMPRICE OF RS. 15,00,000/- (IN WORDS RUPEES FIFTEEN LAKHS ONLY).

02] THE PURCHASERS HAVE PAID RS. 6,000/- (RUPEES SIX THOUSAND ONLY) TO THE SELLER TOWARDS THE PART CONSIDERATION OF THE SAID FLAT BEFORE EXECUTION OF THIS AGREEMENT. THE PURCHASERS FURTHER AGREE AND UNDERTAKE TO PAY THE REMAINING AMOUNT OF RS. 14,94,000/- (RUPEES FOURTEEN LAKHS NINETY FOUR THOUSAND ONLY) TO THE SELLER AS HEREINBELOW MENTIONED IN THE FOLLOWING MANNER:

SR.NO	PARTICULARS	AMOUNT IN RS.
01.	RUPEES SIX THOUSAND ONLY PAID BY ONLINE TRANSFER DATED 04/04/2023 BY PURCHASER IN FAVOUR OF THE SELLER.	6,000/-
02.	RUPEES FOURTEEN LAKHS NINETY FOUR THOUSAND ONLY WILL BE PAID BY THE PURCHASERS BY OBTAINING LOAN WITHIN 30 DAYS FROM THE DATE OF THIS AGREEMENT.	14,94,000/-
	TOTAL RUPEES FIFTEEN LAKHS ONLY	15,00,000/-
	01.	O1. RUPEES SIX THOUSAND ONLY PAID BY ONLINE TRANSFER DATED 04/04/2023 BY PURCHASER IN FAVOUR OF THE SELLER. O2. RUPEES FOURTEEN LAKHS NINETY FOUR THOUSAND ONLY WILL BE PAID BY THE PURCHASERS BY OBTAINING LOAN WITHIN 30 DAYS FROM THE DATE OF THIS AGREEMENT.

THE PURCHASERS AGREE TO PAY THE AFORESAID SUM AS MENTIONED

ABOVE WITHOUT DEFAULT. THE PAYMENT OF THE INSTALMENT $_{A_{\ell}}$ SCHEDULED ABOVE IS THE CONDITION PRECEDENT FOR THE CONTINUANCE OF AGREEMENT AND IS ESSENCE OF THE AGREEMENT BETWEEN $T_{\mbox{\scriptsize HI}}$ PARTIES.

THE SELLER HEREBY AGREES TO OBSERVE, PERFORM AND COMPL_{l} WITH ALL THE TERMS AND CONDITIONS, STIPULATIONS AND RESTRICTIONS IF ANY, WHICH MAY HAVE BEEN IMPOSED BY THE CONCERNED LOCAL AUTHORITY AT THE TIME OF SANCTIONING OF THE SAID PLANS $_{0F}$ THEREAFTER.

04] THE SELLER EXPECT DELIVERY OF POSSESSION OF THE SAID FLAT ON T_1 DAY OF REGISTRATION OF FINAL SALE DEED.

05] THE PURCHASERS SHALL USE THE SAID FLAT OR PERMIT THESAME TO BE USED FOR RESIDENTIAL PURPOSE, WITHOUT CREATINGNUISANCE OF ANY KIND.

[96] THE PURCHASERS AGREE AND UNDERTAKE TO ABIDE BY THE RULES OF 0 THE SAID APARTMENT.

THE PURCHASERS HEREBY COVENANT WITH THE SELLER AS 071

FOLLOWS: NOTARY

A) TO MAINTAIN THE SAID FLAT AT THEIR OWN COSTS IN GOOD NOTED & REGISTE

Date:-13/10/2023 TENANTABLE REPAIR AND CONDITION FROM THE DATE OF POSSESSION OF THE SAID FLAT IS TAKEN AND SHALL NOT OR SUFFERED TO BE DONE

THIS DOCUMENT Pages AN YTHING IN OR TO THE SAID FLAT AND SHALL NOT IN ANY MANNER CAUSE

DAMAGE TO THE FLAT.

REKHA MAHAJAN Advocate & Notary (Government of India) Add: 107/1, Marutl Chambers,

Ė

TO CARRY AT THEIR OWN COSTS ALL INTERNAL REPAIRS TO THE SAID District Court, Nashik-B) FLAT IN THE SAME CONDITION, STATE AND ORDER IN WHICH IT WAS DELIVERED BY THE SELLER TO THE PURCHASERS AND SHALL NOT DO OR SUFFERED TO BE DONE ANYTHING IN OR TO THE FLAT AND CARRY OUT ALL INSTRUCTIONS AS MAY BE GIVEN BY THE CONCERNED LOCAL AUTHORITY UNDER THE RULES AND REGULATIONS AND BYE-LAWS THEREOF. AND IN THE EVENTOFTHE PURCHASERS COMMITTING ANY ACT IN CONTRAVENTION THE ABOVE PROVISIONS, THE PURCHASERS SHALL ALONE BE RESPONSIBLE AND LIABLE FOR THE CONSEQUENCES THEREOF TO THE CONCERNED LOCAL AUTHORITY AND/OR THER PUBLIC AUTHORITY;

C

REKHA MAHAJAN
Advocate & Notary
(Government of India)
Idd: 187/1, Maruti Chambers
Bistrict Court, Nashik-2:

R

STE

Dist

0

NOTARY

NOTED & REGISTERED

At Serial No. - 46.70

Date :- 1.3/40 /2023

THIS DOCUMENT

Containes 9 Pages.



- C) NOT TO DEMOLISH OR CAUSE TO BE DEMOLISHED THE SAID FLAT OR ANY PART THEREOF AND SHALL KEEP THE PORTION, SEWERS, DRAINS, PIPES IN THE SAID FLAT AND APPURTENANCESTHERETO IN GOOD, TENANTABLE REPAIR AND CONDITION:
- D) NOT TO STORE ANY GOODS WHICH ARE OF HAZARDOUS, COMBUSTIBLE OR DANGEROUS NATURE OR STORING OF WHICH GOODSIS OBJECTED TO BY THE CONCERNED LOCAL AUTHORITY OR OTHERAUTHORITY AND SHALL NOT CARRY ON OR CAUSED TO BE CARRIEDANY KIND OF OTHER BUSINESS OR PROFESSIONAL ACTIVITY WHICH WILL AFFECT THE PEACE AND TRANQUILLITY OF OTHER OCCUPIERSOF NEIBOURING FLAT;
- E) NOT TO ALLOW TO BE THROWN THE DIRT RUBBISH, RAGS, GARBAGE OR OTHER REFUSE OR PERMIT THE SAME TO BE THROWN FROM THE SAID FLAT IN THE COMPOUND OR ANY OTHER PORTION.
- F] TO BEAR AND PAY THE LOCAL TAXES, WATER CHARGES, INSURANCE AND SUCH OTHER LEVIES, IF ANY, WHICH ARE IMPOSED BY THE CONCERNED LOCAL AUTHORITY AND/OR GOVERNMENT AND/OR OTHER PUBLIC AUTHORITY AND PAY THE SAID AMOUNTS PUNCTUALLY:
- G] THE PURCHASER SHALL NOT LET, SUB-LET, TRANSFER, ASSIGNOR PART WITH THEIR INTEREST OR BENEFIT FACTOR OF THIS AGREEMENT OR PART WITH THE POSSESSION OF THE SAID FLAT UNTIL ALL THE DUES PAYABLE BY THE SAID PURCHASERS TO THESELLER UNDER THIS AGREEMENT ARE FULLY PAID UP.
- O8] NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO BE NOR SHALLITBE CONSTRUED AS A GRANT, DEMISE OR ASSIGNMENT IN LAW OF THE SAID PROPERTY OR ANY PART THEREOF. IT IS AT THE DISCRETION OF THE SELLER TO ALLOT THE ADJOINING MARGINAL OPEN SPACE AREAS, EXCLUSIVELY TO THE OWNERS OF THE CONCERNED RESIDENTIAL UNITS. THE PURCHASERS SHALL NOT RAISE ANY OBJECTION THEREFORE.
- **09]** THE SELLER SHALL HAVE A RIGHT AND PARAMOUNT LIEN ANDCHARGE ON THE SAID FLAT IN RESPECT OF ANY AMOUNT NOT PAID BY THE PURCHASERS UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.

10] IF THE PURCHASERS ARE DESIROUS TO OBTAIN LOAN F_{ROM} A_{NN} CORPORATION OR FINANCIAL INSTITUTION THEN IT WILL BETHELIABILITY OF THE PURCHASERS TO MAKETHE SAME AVAILABLE AND ALSO TO F_{ROM} THE EXPENSES FOR ADDITIONAL COPIES OF PLANS, F_{ROM} AGREEMENTS CERTIFICATES AND PROPERTY DESCRIBED IN THE SCHEDULE TO F_{ROM} PURCHASED BY THE PURCHASERS SHALL ONLY BE ENCUMBERED WITH F_{ROM} LIABILITY OF THE LOAN.

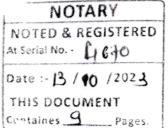
AND PERFORM THE COVENANTS, CONDITIONS CONTAINED IN THIS AGREEMENT AND TO KEEP THE SELLER INDEMNIFIED AGAINST THE SAIL PAYMENT AND OBSERVANCE AND PERFORMANCE OF THE SAID CONVENT AND CONDITIONS EXCEPT SO FAR AS THE SAME OUGHT TO BE OBSERVED BY THE SELLER.

12] THE PURCHASERS SHALL PRESENT THIS AGREEMENT AS WELL AS THE CONVEYANCE AT THE PROPER REGISTRATION OFFICE FOR THE REGISTRATION WITHIN THE TIME LIMIT PRESCRIBED BY THE REGISTRATION ACT AND THE SELLER WILL ATTEND SUCH OFFICE AND ADMITS EXECUTION THEREOF.

13] THE PARTIES HERETO ADMIT THAT THIS AGREEMENT IS NOT BETWEEN EMPLOYER AND EMPLOYEE. THIS AGREEMENT IS IN RESPECT OF COMPLETE FLAT, THOUGH THE PRICE IS TO BE RECEIVED BY INSTALMENTS. THE PURCHASERS ADMIT THAT THE SELLER IS NOT A CONTRACTOR APPOINTED BY THE PURCHASERS. THE SPECIFICATIONS ARE PREPARED BY THESELLER AND ACCEPTED BY THE PURCHASERS.

14] THIS AGREEMENT ALWAYS SUBJECT TO PROVISIONS OF THE MAHARASHTRA OWNERSHIP FLAT ACT 1963 OR THE PROVISIONS OF THE MAHARASHTRA APARTMENT OWNERSHIP ACT 1970 OR THE MAHARASHTRA CO-OPERATIVE SOCIETY ACT 1960 & RULES MADE THERE UNDER.

REKHA MAHAJAN
Advocate & Notary
(Government of India)
Add: 107/1, Maruti Chambers,
District Court, Nashik-2.





Page 7 of

SCHEDULE-I

(OF THE SAID PROPERTY HEREINABOVE REFERRED TO)

ALL THAT PIECE AND PARCEL OF THE LAND BEARING MAUJE NASHIK SURVEY NO. 102/1/1/2K, PLOT NO. 22 & 23B, HAVING C.T.S. NO. 5869/2/19, TOTALLY ADMEASURING 142.46 SQ. MTRS LYING AND BEING AT VILLAGE NASHIK, TAL. & DIST. NASHIK, WITHIN THE LIMITS OF NASHIK MUNICIPAL CORPORATION, NASHIK. AND BOUNDED AS PER APPROVED BUILDING PLAN.



SCHEDULE-II

(OF FLAT PREMISES HEREINABOVE REFERRED TO)

ALL THAT PIECE AND PARCEL OF FLAT NO. 05, ON THE THIRD FLOOR, HAVING BUILT UP AREA 60.40 SQ.MTRS IN THE BUILDING CONSTRUCTED ON THE SAID SURVEY NO AS MENTIONED IN SCHEDULE-I, NAMELY "MAKRAND APARTMENT" AND WHICH IS BOUNDED AS UNDER -

EAST

BY STAIRCASE AND FLAT NO. 06.

WEST

BY ROAD.

SOUTH

BY SIDE OPEN SPACE.

NORTH

BY SIDE OPEN SPACE.

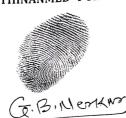




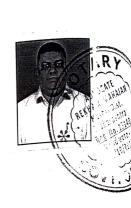


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS DEED APARTMENT ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTE

SIGNED, SEALED & DELIVERED BY THE WITHINANMED "PURCHASER'S"



MR. GHANSHYAM BHANUDAS NERKAR



SIGNED, SEALED & DELIVERED BY THE WITHINANMED "SELLER"



E

C

IN THE PRESENCE TO WITNESSES:



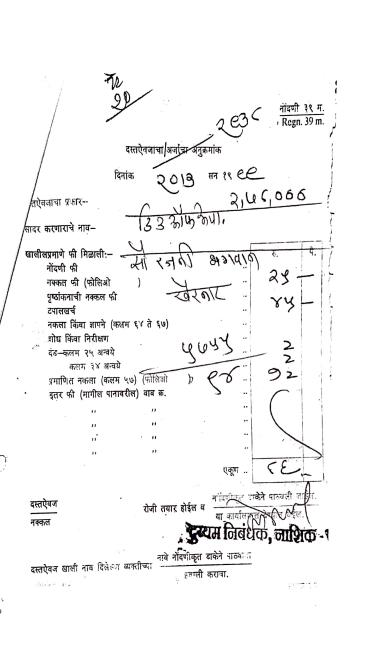
BEFOR ME

REKHA MAHAJAN Advocate & Notary, Govt. of Ind

Add: 107/1, Maruri Chambers, District Court, Nashik-2.



REKHA MAHAJAN Advocate & Notary (Government of India) Add: 107/1, Maruti Chambers, District Court, Nashik-2. Page



NOTED & REGISTERED

NOTARY

At Serial No. -

Date :-

Containes.

/202 THIS DOCUMENT Rages.

REKHA MAHAJAN Advocate & Notary (Government of India) Add: 107/1, Maruti Chamber District Court, Nashik-2.

गान - नाडिक शहर - १ (९४४२१०)

तालुका > नाड़िक

जिल्हा :- नाशिक

30/08/2096

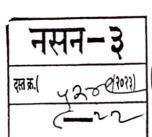
UPN: 19144204890 णा पदनी

भूमापन क्रमीक व उपविभाग भौगवटादार वर्ग -9

---- सामाईक क्षेत्र-----

१०२/१/१/२क/प्लॉट/२२ २३व

II:				शंताचे स्थानीक नाव :			
एकक व आकारणी एकक आर.ची.मी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क	कृति, संस्थान
र गक आर.चा.मा	33369	दुर्गा मकरंद दिर्ड				(६७९६७)	फुळ, खंड व इ जुळाचे नाव व खंड
भाषक क्षेत्र		भकाश मकरंद दिउँ				(63963)	
1.6		प्राजक्ता रणजित गाने				(६७२६७)	इतर अधिकार
38.58.6		पद्मजा अमय कोकाटे				(६७९६७)	
*** *** **********		मंगला मिलींद दिखें				(६७१६७)	प्रलंबित फेरफार : नाही.
ती ९२८.८३		अनिकेत मिलींद दिखें				(ध३१६४)	
रणी		कार्चन मिलींद दिहें				(83789)	अंवटचा फेरफार क्यांक: १ ३०/०४/२००/
CAMPAGE AND THE PROPERTY OF THE PARTY OF THE		शागल मिलींद दिखें				(६४९६७)	30/08/2046



ዓ.ሄՉሄ६

\$3.359



NOTARY OTEO & REGISTERED serial No 1202 are: THIS DOCUMENT pages. ontaines.

REKHA MAHAJAN Advocate & Notary (Government of India) Add: 107/1, Maruti Chambers, District Court, Nashik-2.



(४४८६०२) (२१६६०२) (३०१०००) (३०१४४३) : क प्रात्मप्रक में

सीमा आणि मुनापन विन्डे



हा गाव नमृना ग्रमांक ६ दिनांक ०२/०३/२०२०.२९.२८.५४ हम रोजी डिजिटल खासरीत केला आहे व माय नमूना क्रमांक १२ चा ढेटा स्वयप्रमाणित असल्यामुळे छ/१३ अभिनेताल स कोणत्याही सही जित्वयाची आवश्यकता नाही, छ/१२ ठावनलोड हि: ,२५/१५/२०२३ : १८.७६:४१ २५८ वैधता पढताळणीसाठी (шруу/dylaisattara manachum.gov. n/dsi/ हा संकेत स्टबाबर जाउन १८११ (१८०५)

