



Saturday, October 07, 2006
11:21:21 AM

Original
नोंदणी 39 म.
Regn. 99 M

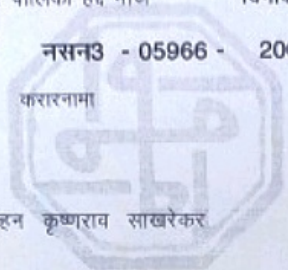
पावती

पावती क्र. : 6004

गावाचे नाव नाशिक नगर पालिका हद्द भोजे दिनांक 07/10/2006

दस्तऐवजाचा अनुक्रमांक नसन3 - 05966 - 2006

दस्ता ऐवजाचा प्रकार करारनामा



नसन-३
दस्त क्र. (५९६५२००६)
१-९८

सादर करणाराचे नाव: मनमोहन कृष्णराव साखरेकर

नोंदणी फी :- 5630.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 360.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (18)

एकूण रु. 5990.00

आपणास हा दस्त अंदाजे 11:35AM ह्या वेळेस मिळेल

सह. दुस्यम निबंधक वर्ग-२
नाशिक-३

बाजार मूल्य: 563000 रु. मोबदला: 450000 रु.

भरलेले मुद्रांक शुल्क: 10750 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: जनलक्ष्मी को ऑप बँक लि, नाशिक;

डीडी/घनाकर्ष क्रमांक: 019638; रक्कम: 5630 रु.; दिनांक: 05/10/2006

Received Original Document

Janaxmi Co-op.
Br. Nashik

Janaxmi Co-operative Bank
Ltd., Amarsmriti Extension
Counter, C.B.S.,
Nashik-422 001.
D-5/STP(V)/C.R.1043/01/
05/1066-69

Authorized Signature
B. P. Ghumare

दस्तऐवज नांव : लुधार कुठकोरि सही: [Signature]
पावती क्र. ११८१

READY RECKNER CHART NO. 1.53(b)
RATE OF CONSTRUCTION RS. 5400/- PER SQ. MTRS.
RATE OF LAND RS. 2300/- PER SQ. MTRS.
AREA OF ROW HOUSE 77.00 SQ. MTRS. BUILT UP AREA
AREA OF LAND 63.810 SQ. MTRS.
CONSIDERATION RS. 4,50,000/-
MARKET VALUE RS. 5,63,000/-
STAMP RS. 10,750/-

भारत 29224
106930
R 00107501-P85365
INDIA STAMP DUTY MARASHTRA
05 2006
13:16

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on this 6th day of OCTOBER 2006.



नसिन- ३
दस्ता क्र. (येके/२००६)
२-१८

BETWEEN

M/S. MAA UMIYA ENTERPRISES, A Partnership firm, through its PARTNER **MR. NARSI KANJI PATEL**, Age 46 Years, Occupation Business, **Permanent Account No. AADPP 2884 L**, R/o. 1, Viral Park, Near Shankar Nagar, Takle Road, Nashik. Hereinafter referred to as the "**VENDOR**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, Executors, Administrators, assigns, etc.) of the ONE PART .

AND

MR. MANMOHAN KRUSHNARAO SAKHREKAR,^{Pan. AZIPS55127 m} Age 25 Years, Occupation Business, R/o. At Post Sakre, Tal. Dharangaon, Dist. Jalgaon, hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, Administrators, assigns, etc.) of the OTHER PART.

WHEREAS Smt. Usha Shantaram Savle & others, hereinafter referred to as the land owners are the absolute & exclusive owners & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at Nashik, more particularly described in the first schedule written hereunder and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS under a Development Agreement and General Power of Attorney dated 3-4-2003 which are duly registered at the office of Sub Registrar, Nashik at Sr. No. 3329 & 3330 respectively on 8-4-2003, the said land owners have entrusted the said property for development of the same to the vendor and as per the said Development Agreement and General Power of Attorney the vendor is competent to develop the said property.

AND WHEREAS the vendor prepared a building plan which is duly sanctioned by the Nashik Municipal Corporation under Commencement Certificate No. LND/BP/CD/B3/228 dated 7-7-2003 and as per the building plan the vendor has commenced and completed the construction on the said property and obtained Completion Certificate from Nashik Municipal Corporation, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the vendor has entered into a standard Agreement with Architect registered with council of Architects and the vendor has appointed structural engineer for the preparation of the structural design and drawings of the building and the vendor has accepted the professional supervision of the Architects and structural engineer.

AND WHEREAS the vendor has given inspection to the Purchaser and delivered the copies of all the documents, Agreements, Plans, Designs and Specifications prepared by the Architect of the vendor, the vendor shall observe and perform the terms and conditions laid down by the Nashik Municipal Corporation, while sanctioning the plan.

AND WHEREAS the purchasers applied to the Vendor for purchase of the Row house as described in the second schedule written hereunder, hereinafter referred to as the said Row house in **VAISHALI "C" ROW HOUSES**, situated at Untwadi, Nashik.



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दस्त क्र. (१९६५२००६)
३ - १८

AND WHEREAS prior to execution of these presents purchaser has paid to the vendor a sum of **Rs. 5,000/- (Rs. Five Thousand only.)** being part payment of sale price of the Row house agreed to be sold by the vendor to purchaser as advance payment or deposit the payment and receipt whereof the vendor doth hereby admit and acknowledge and purchaser has agreed to pay to vendor balance of sale price in the manner hereinafter appearing.

AND WHEREAS under section 4 of the Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management & transfer) Act 1963, the vendor is required to execute agreement for sale of the said Row house to the purchaser being this present & also to register the said agreement under the registration Act.

NOW THIS AGREEMENT WITNESSETHAS HEREIN AND IT IS AGREED BY AND BETWEEN THE PARTIES THAT :-

(1) The vendor has constructed the said building on the said property in accordance with plans, and specifications approved by Nashik Municipal Corporation which have been seen and approved by the purchaser. The purchaser has inspected the said row house, quality of construction and amenities provided therein and he is satisfied about the same.

(2) The purchaser does hereby agree to purchase from the vendor and the vendor agrees to sell to the purchaser a Row House as described in the second schedule written hereunder, hereinafter referred to as the said Row House for a total price and consideration of **Rs. 4,50,000/- (Rs. Four Lac Fifty Thousand only.)** This amount of consideration includes the proportionate price of common areas, facilities appurtenant to the said Row House. This amount of consideration is fixed with mutual consent and there is no dispute about the same. The purchaser agrees to pay to the vendor the amount of the consideration in the following manner:

Rs. 5,000/- Received before execution of this agreement.

Rs.4,45,000/- To be paid at the time of possession.

Rs.4,50,000/-

That the payment of the aforesaid instalment on the due dates is the essence of the contract. The vendor is not liable to give any intimation or notice of the instalment becoming due, even oral demand is sufficient.

That this amount of consideration does not include the following expenses which the purchaser agrees to pay separately.

- Amount of deposit of Electric Meter, water Meter, expenses of installation charges for the same etc. The deposit for individual Electric meter, connection shall be paid by the purchaser to the vendor. The purchaser agrees to pay the amount towards the MSEB ORC charges and deposit and installation charges as may be required from time to time and as may be demanded by the vendor.



नसिक-३
दस्ता क्र. (५९९४/२००६)
७ १८

- i) The purchaser shall observe and perform all rules and regulations which the society or association may adopt at its inception and addition, alterations and amenities thereof that may be from time to time, for protection and maintenance of said building and Row House therein and for the observance and performance of building rules, regulations & bye laws for the time being of concerned local authority and of Govt. and other public bodies. The purchaser shall observe and perform all stipulations and conditions laid down by society limited company, regarding the occupation and use of the Row House in building and shall pay and contribute outgoing in accordance with the terms of this Agreement.
- j) Till the sale deed of building in which the Row House is situated is executed the purchaser shall permit the vendor and their surveyors and agents at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine and state and conditions thereof.

(16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law or the said Row House or of said plot and, building or any part thereof. The purchaser shall have no claim save and except in respect of Row House hereby agreed to be sold to him. All the Row house purchaser shall have absolute and exclusive right to use, utilise and enjoy the front and back side marginal space for garden purpose and all the upper terrace on their row houses. The corner row house purchaser shall have right to use and enjoy the side marginal space for his use in addition to the front and back side marginal space.

(17) Any delay tolerated or indulgences shown by vendor in enforcing the terms of this Agreement or any forbearance or giving of time to purchaser by vendor shall not be construed as a waiver on the part of vendor or any breach of non compliance of any of terms and conditions of this Agreement by the purchaser not shall be made in any manner prejudice the right of the vendor.

(18) The purchaser shall present this agreement as well as conveyance at proper registration office within time limit prescribed by registration act and vendor will attend such office and admit the execution thereof.

(19) All notice to be served on purchaser as contemplated by this Agreement shall have deemed to have been duly served if sent to purchaser by R.P.A.D. / Under certificate of posting at his address specified above.

(20) This agreement shall always be subject to provisions of Mah. Ownership Flat (Regulation of Promotion of Construction, Sale, Management Transfer) Act 1963 and rules made there under or the provisions of Maharashtra Apartment Ownership Act 1970 and Maharashtra Apartment Ownership Rules 1972.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land situated at Nashik, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik, bearing S. No., Plot No., area as follows :-



नसिक-३
दस्तावेज (येईए/२००६)
C 94

S. No.	Plot No.	Area Sq. Mtrs.
763/1/2 + 1/3A + 1/4B + 763/1/3B/56	56	183.737
763/1/2 + 1/3A + 1/4B + 763/1/3B/57	57	180.60
763/1/2 + 1/3A + 1/4B + 763/1/3B/58	58	153.737

Jointly bounded as follows:

East : By 6 Mtrs. Colony Road
 West : By Plot No. 35, 36 & 37
 South : By Plot No. 55
 North : By Adjoining S. No. 765

SECOND SCHEDULE OF THE PROPERTY AGREED TO BE TRANSFERED

ALL THAT PIECE and parcel of constructed property constructed on property as mentioned in the first schedule bearing Row House No. C-15 consisting of Ground and First floor admeasuring 77.00 Sq. Mtrs. built up area along with 63.810 Sq. Mtrs. of ownership in the land as mentioned in the first schedule in the building known as VAISHALI "C" ROW HOUSES.

ANNEXURE AMENITIES TO BE PROVIDED IN THE ROW HOUSE

- The Structure shall be R.C.C. framed type with brick masonry.
- All external walls with be 6" thick brick work and internal walls 4.1/2" thick.
- All brick walls will have sand face plaster from outside and smooth neeru finish plaster from inside.
- Window shall be of Aluminum sliding windows with glass panels design.
- Entire Row house flooring shall be of ceramic tiles.
- W. C. will have Indian style pan with white glazed tiles upto 2' height and bathroom will have colour designed glazed tiles upto 6'5".
- One loft will be provided in kitchen and above bath area only.
- One wash basin will be provided.

Kitchen platform shall be of Green Marble with stainless still Sink & shall have tile dado in white glazed tiles dado of 2'.

All doors, windows, frames shall be painted with oil paint, building externally with snowcem paint, internally with oil bound distemper.

All doors frame shall be provided with malerian salwood. Main door with decorative sheet and all others Doors shall be of flush doors.

- The Building shall be painted externally with cement paints and internally with colour wash.



नसिन- ३
दस्ता क्र. (५६६/२००६)
e-9L

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

SIGNED SEALED AND DELIVERED BY THE
WITHIN NAMED
M/S. MAA UMIYA ENTERPRISES
through its PARTNER **MR. NARSI KANJI PATEL**
[VENDOR]

]
]
]
] मरुतमेश्वर *मरुतमेश्वर*
]

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
MR. MANMOHAN KRUSHNARAO SAKHREKAR
[PURCHASER]

]
]
] मरुतमेश्वर *मरुतमेश्वर*
]

WITNESSES:

1. _____ *[Signature]*

2. _____ *[Signature]*

C:\My Documents\BUILDER\Vaishali-Row-B.doc





NASHIK MUNICIPAL CORPORATION

NO.: LND/BP/ CD/73/228

OFFICE OF NASHIK MUNICIPAL CORPORATION

DATE: 7-7-2003

SANCTION OF BUILDING PERMIT **सन-३** AND COMMENCEMENT CERTIFICATE

1965
ज.स. (ये.ए. 2005)
93-94

TO: Sau. Usha Shantaram Sawale & Others, G.P.A. Holder

M/s Maa Umiya Enterprises, Through Partner Shri B.R. Dholu.

C/o Vijay Patel Archt Nashik.

Sub.: Sanction of Building Permit & Commencement Certificate in Plot No. 56+57+58/1+

S. No. 763/1/2+1/4+1/3 Nashik of Shivar

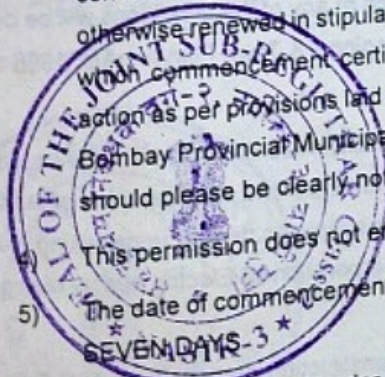
Ref.: Your Application & Plan dated 7 / 4 / 2003 Inward No. B3/B

Sanction of building permit & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 (Mah. of 1966) to carry out development work / and building permits under section 253 of The Bombay Provincial Municipal Corporation Act, 1949 (Bombay Act. No. LIX of 1949) to erect building for Residential.

Purpose as per plan duly amended in _____ subject to the following conditions:

CONDITIONS

- 1) The land vacated in consequence of enforcement of the set-back rule shall form part of public street
- 2) No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until completion certificate, under sec. 263 of the Bombay Provincial Municipal Corporation Act, 1949 is duly granted.
- 3) The commencement certificate Building permit shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorised development & action as per provisions laid down in Maharashtra regional & Town Planning Act, 1966 & Under Bombay Provincial Municipal Corporation Act, 1949 will be taken against such defaulter which should please be clearly noted.
- 4) This permission does not entitles you to develop the land which does not vest in you.
- 5) The date of commencement of the construction work should be intimated to this office **WITHIN SEVEN DAYS-3**
- 6) Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1965 etc.]





नसिन-२
दस्ता क्र. (६७५) २००७
६ / १७

- 6 -

ROW HOUSES CONDOMINIUM and rules and bye laws framed there under. The purchaser shall not do any work which would jeopardise the soundness or safety of the building or reduced the value thereof or impair any easement to the said property.

13) The purchaser shall use the row house or any part thereof or permit the same to be used only for the purpose, it is legally allowed for.

14) That this deed of apartment is being executed pursuant to and for the purpose of Maharashtra Apartment Ownership Act. 1970.

15) That except the property conveyed hereunder the purchaser shall not claim any right in respect of the restricted common areas as may have been allotted to any constructed premises purchaser by the Vendor.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land situated at Nashik, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik, bearing S. No., area as follows:-

S. No.	Plot No.	Area Sq. Mtrs.
763/1/2 +1/3A +1/4B+763/1/3B/56	56	153.737
763/1/2 +1/3A +1/4B+763/1/3B/57	57	150.60
763/1/2 +1/3A +1/4B+763/1/3B/58	58	153.737

Jointly bounded as follows:

East : By 6 Mtrs. Colony Road

West : By Plot No. 35, 36 & 37

South : By Plot No. 55

North : By Adjoining S. No. 765

SECOND SCHEDULE OF THE SAID APARTMENT

All that piece and parcel of the constructed property constructed on property as mentioned in First Schedule bearing Apartment/ Row house No. C - 15 consisting of Ground & First Floor area admeasuring 77.00 Sq. Mtrs. built up area along with 63.810 Sq. Mtrs. of ownership in the land as mentioned in first schedule in the Building known as **VAISHALI**

'C' ROW HOUSES.

ARROW POINT

ARROW POINT

Plot in the Building

Plot in the Building

Plot in the Building

VAISHALI

VAISHALI

VAISHALI



AE 357062

महाराष्ट्र MAHARASHTRA

TREASURY OFFICE NASIK

06 JUL 2007

STPHC ATO

क्र. नं. १०२४८ दि. ११/११/२००७ रू. पेकी रु. _____
 श्री/श्रीमती/सौ. नरसी कानजी पटेल
 हस्त प्रकाश धोलप
 सही/आंगठा

आर. डी. शिंदे
 स्टॅम्पवेंडर, नाशिकरोड
 लायसेन्स नं. २२/९९

अ. नं. १०२४८ रू. १००० पेकी _____ दि. ११/७/२००७	५००० X	
विकत घेणाऱ्याचे नांव नरसी कानजी पटेल	१००० X	
हस्त प्रकाश धोलप	५०० X	१
सही आर. डी. शिंदे	१०० X	
पावती नं.: 2655	२० X	
	१० X	
	एकूण रू.	१०००/-

GOVT. VALUATION : Rs. 5,63,000/-
 CONSIDERATION : Rs. 4,50,800/-

STAMP DUTY : Rs. 10,750/-

Stamp Duty & Registration Charges Paid at the time of
 Agreement For Sale Regtn No. 05966 Dated 07/10/2006

DEED OF APARTMENT

THIS DEED OF APARTMENT is made & executed at Nashik on) 2007
 this 06 day of NOVEMBER 2007.

नसन-२

१ / ... 2-9७



the Vendor constructed a building on the said property as per the approved
 building plans from Nashik Municipal Corporation under Commencement



- 2 -

नसन-२
दस्त क्र. (९९५) २०१७
२ / १७

BETWEEN

M/S. MAA UMIYA ENTERPRISES,
A Partnership firm, through its Partner
MR. NARSI KANJI PATEL (PAN NO. AAIFM4233D.
Age : 47 Years, Occupation : Business,
R/o.1, Viral Park, Near Shankar Nagar, Takli Road, Nashik,
Hereinafter referred to as "VENDOR"
(Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, executors, administrators, assigns, etc.) of the **ONE PART.**

AND

MR. MANMOHAN DRUSHNARAO SAKHREKAR ,
Age : 26 Years, Occupation : Business,
PAN NO. AZIPS 5127 M
R/o. Row House No. C-15
Vaishali "C" Row House Appt.,
Untwadi, Nashik,
Hereinafter referred to as the "PURCHASER"
(Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, Administrators, assigns, etc.) of the **OTHER PART.**

WHEREAS the Sau. Usha Shantaram Savle & Others are the absolute and exclusive owners of all that piece and parcel of the land situated at Nashik, more particularly described in the schedule written hereunder and hereinafter referred to as the Said property.

AND WHEREAS the Vendor have entrusted the said property under a Development Agreement and General Power Of Attorney which are duly registered at the office of Sub Registrar, Nashik at Sr. No. 3339 & 3340 respectively on 8-4-2003 and as such Vendor entitled to construct building thereon and sell the constructed premises therein and accordingly the Vendor constructed a building on the said property as per the approved building plans from Nashik Municipal Corporation under Commencement