



महाराष्ट्र MAHARASHTRA

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CN 138955

TREASURY OFFICE NASIK

17 MAY 2024

STPHC ATO

NOTARY NOTED & REGISTERED at Serial No. 882 Date:- 10/06/2024 THIS DOCUMENT Contains 14 Pages.

Zone No. : 1.3.69A Consideration : Rs. 61,50,000/- Govt. Valuation : Rs. 46,00,000/- Stamp Duty : Rs. 3,69,000/- Registration Charges : Rs. 30,000/-

Will be paid at time execution (Registration) of this deed.

AGREEMENT TO SALE

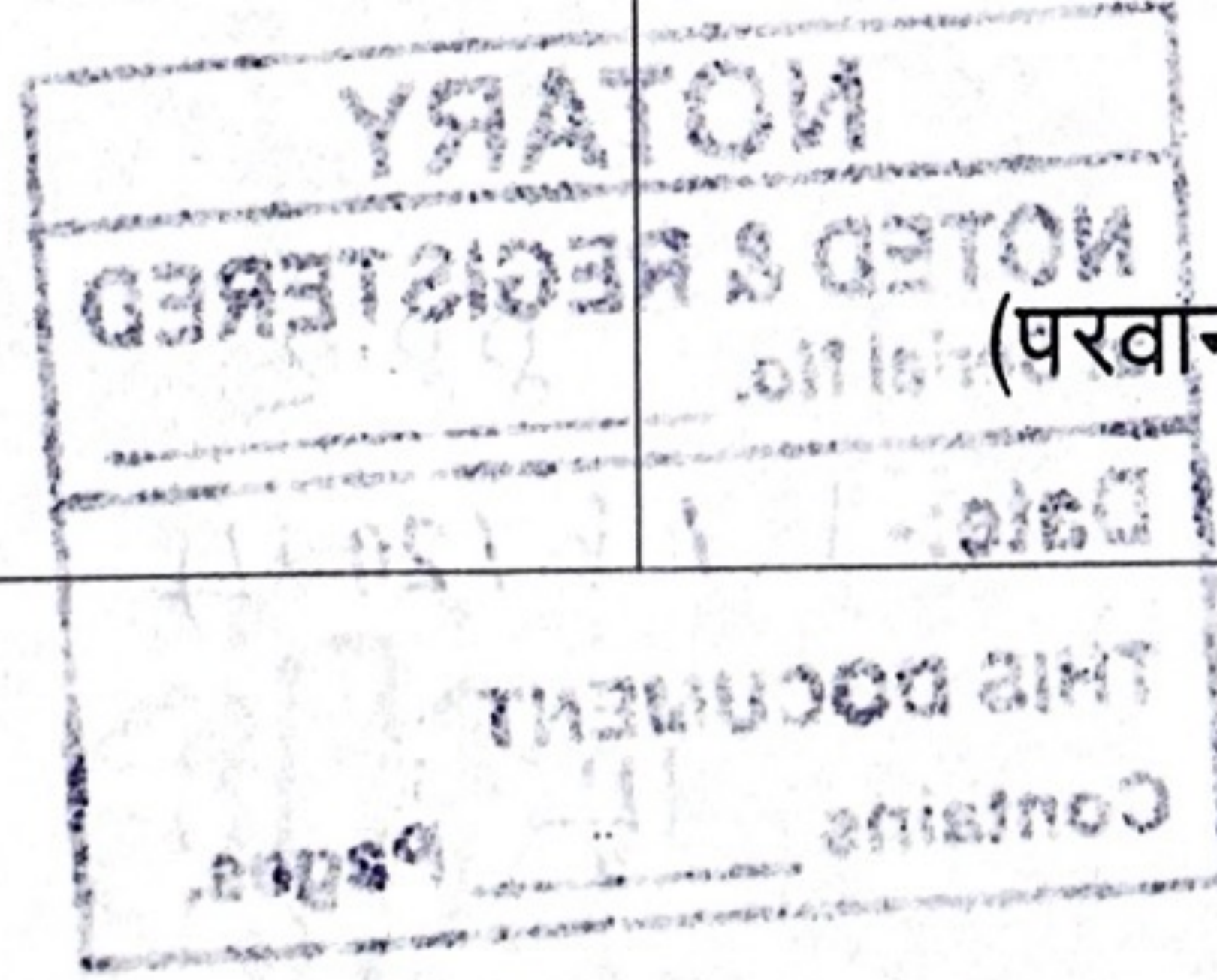
THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS 10th DAY OF JUNE 2024 AT NASHIK.



K. Shersa

जोडपत्र क्र. २

दस्ताचा प्रकार / अनुच्छेद	मोडकरी
दस्त नोंदणी करणार आहात का?	-
नोंदणीहोणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव	मोडरी
मिळकतीचे वर्णन	मोडरी
मोबदला	रविंद्र केशव शेखीवार
मुद्रांक विकतघेणाराचे नाव	सुत्रिपाला लाल बापिक
दुसऱ्या पक्षकाराचे नाव	जिसेचु मंगुवाम
हस्ते असल्यास त्याचा नाव व पत्ता	मोडरी
मुद्रांक शुल्क रक्कम	१००
मुद्रांक विक्री नोंद वही क्रमांक व दिनांक	३८५२
मुद्रांक विकत घेणाराची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता	संजय सुरीलीधर गांगुर्डे मुद्रांक विक्रेता (परवाना क्र. ८३/२००९) गुरुकृपा, शिवाजी रोड, सी बी एस, नाशिक





B E T W E E N

MR. JITENDRA OMPRAKASH AGRAWAL.

Age: 49, Occupation – Business,

PAN : ADDPA4754D.

Residing at: Plot No 2/2, Swami Samartha Building, At Po. Ozar Mig, Ozar T.S. Tal Niphad, Dist Nashik.

Hereinafter referred to as the '**VENDOR**' (Which expression unless be repugnant to the context or meaning thereof shall mean and include their legal heirs, successors, representatives, assigns, etc.)

.. PARTY OF THE FIRST PART

AND

1) MR. HITESH RAVINDRA SHETTIGAR.

Age: 33 Years, Occupation: Service,

PAN:- CEVPS8780Q.

Aadhhar :

2) MR. RAVINDRA KESHAV SHETTIGAR.

Age: 61 Years, Occupation: Business,

PAN:- AMCPS2340D.

Aadhhar : 8473 7728 8043.

Both R/at: Flat no. 03, Ramchandra Sankul, Hundiwala Lane, Near Jain Mandir, Nashik, Nashik - 422001.

Hereinafter referred to as the '**PURCHASER**'

(Which expression unless be repugnant to the context or meaning thereof shall mean and include their legal heirs, successors, representatives, assigns, etc.)

.. .. PARTY OF THE SECOND PART

- a) **WHEREAS** All that piece and parcel of the constructed property bearing flat no. 1104, F-Wing, on 11TH floor admeasuring about 63.29 Sq. Mt. Carpet area in "PARKSYDE HOMES", situated at Nashik City Shiwar, constructed on on land described in schedule I and II herein, Tal & Dist Nashik, which is within the limits of Nasik Municipal Corporation, Tal & Dist. Nashik , Revenue and Registration Dist. Nasik. (Hereinafter collectively referred to as the "**Said Flat**" and which is more particularly described in the '**Schedule-I,II & II**' written herein under).



b) **AND WHEREAS** the property mentioned in the Para (a) of this deed is owned by **MR. JITENDRA OMPRAKASH AGRAWAL** (hereinafter collectively referred to as the '**Said Owner**')

c) **HISTORY OF PROPERTY:-**

A) M/s. Jaikumar Constructions L.L.P. (hereinafter referred to as Land Owner/Promoter/ Developer) seized & possessed of & otherwise well & sufficiently entitled to all that pieces or parcels of Non- Agricultural Lands bearing Revenue Survey NO.256/2 admeasuring 01 Hector 60 Ares & Land bearing Revenue Survey No. 256/3 (Part) admeasuring 00 Hector 81 Ares situated, lying & being at village Nashik, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik. The said properties are purchased by M/s. Jaikumar Constructions L.L.P. by different sale deeds.

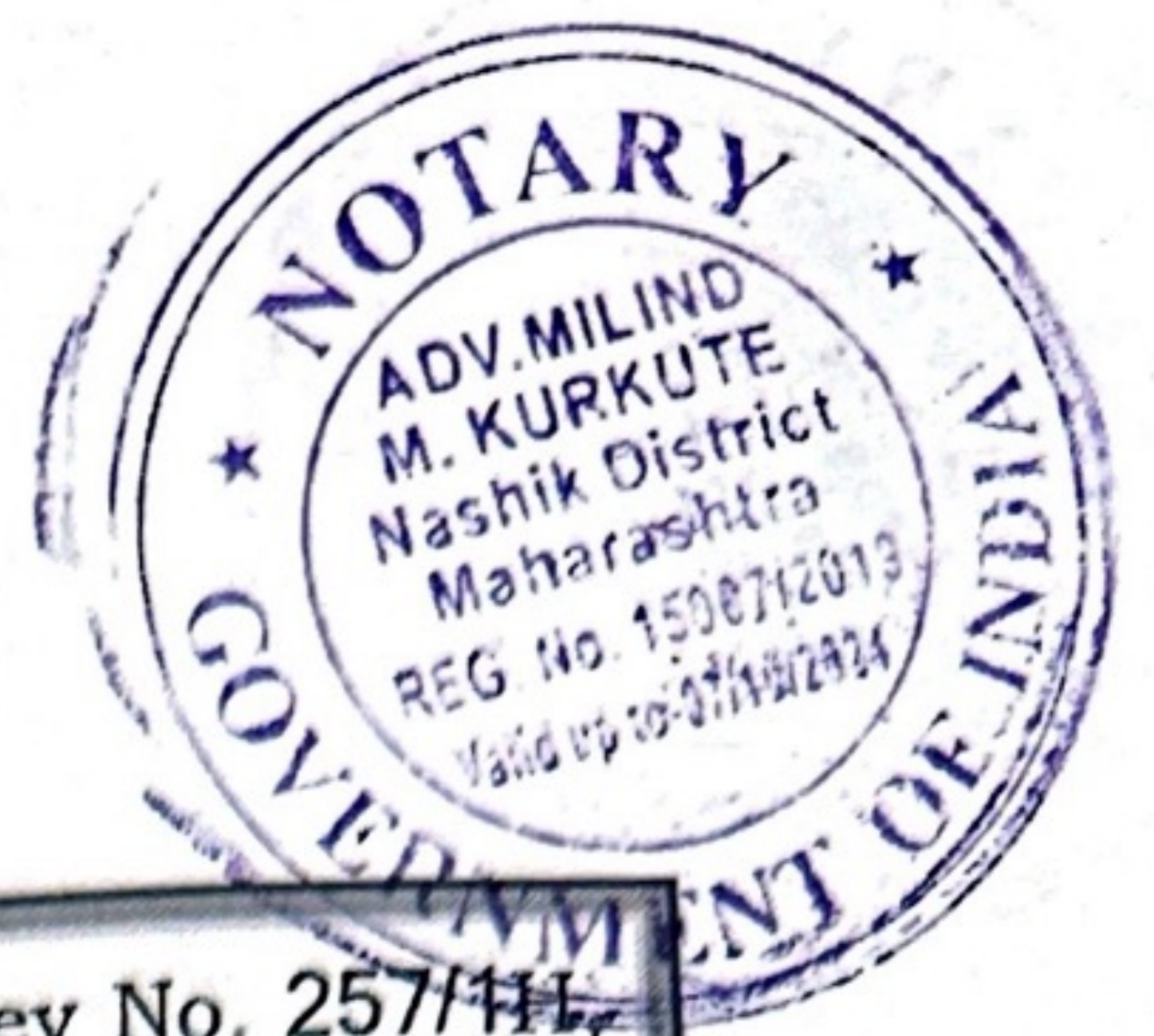
AND whereas land owner M/s. Areehant Developers partnership firm through its partner owned and possessed executed Development Agreement and General power of Attorney for the aforesaid area in favour of M/s. Jaikumar Constructions L.L.P. Accordingly M/s Jaikumar Constructions L.L.P. having Development rights to develop the property.

B] Whereas M/s. Jaikumar Constructions L.L.P. has/have right to develop and construct malty storied buildings on above mentioned total gross area. Therefore M/s. Jaikumar Constructions L.L.P. has decided to develop above mentioned total area, hence started constructions on the said area in a phased manner.

Therefore for the sake of organized development of the project and construction of remaining phases promoter has obtained revised commencement certificated from Nashik Municipal Corporation Nashik dt. 16/10/2019.

C] The permission for development of said scheme is obtained as under

(i) For the area admeasuring 3500 Sq. Mtr. Out of Survey No. 257/1A, area admeasuring 3290.00 sq.mtrs. out of Survey No. 257/1B, area admeasuring 3290.00 sq.mtrs. out of Survey No. 257/1C, area admeasuring 3590.00 sq.mtrs. out of Survey No. 257/1D and area admeasuring 3290.00 sq.mtrs. out of said S.No. 257/1D area adm. 5403.00 sq.mtrs., out of Survey No.



257/2A/1 (P), area admeasuring 3290.00 sq.mtrs. out of Survey No. 257/1H, area admeasuring 3290.00 sq.mtrs. out of Survey No. 257/1E, area admeasuring 3290.00 sq.mtrs. Out of Survey No. 257/1E, area admeasuring 1938.90 sq.mtrs. out of Survey No. 257/1F/2, area admeasuring 3290.00 sq.mtrs. Out of Survey No. 257/1G, are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. letter No. 443/2012 Nashik dated 26.11.2020.

Shri
(ii) For the area admeasuring 4800 Sq. Mtr out of Survey No 257/2A/1 (P) and area admeasuring 7200 Sq. Mtr out of Survey No 257/2B are allowed to use for Non-Agricultural purpose by order of Collector of Nashik vide No. Maha/Kaksha-3/4/N.A. Letter No./28/2014 Nasik, Dt. 08/10/2014.

(iii) For the area admeasuring 7781.02 Sq. Mtr out of Survey No 256/2(P) and area admeasuring 15238.16 Sq. Mtr out of Survey No 256/3 are allowed to use for Non- Agricultural purpose by order of Collector of Nashik vide No. Maha/Desk-3/4/N.A.S.R./442/2012, Nashik Dated 29/10/2012.

(iv) Collector Nashik vide his order no. Masha/ Kaksha /3/2/ Ru.K.Aa./SR/30S/20 19 Nashik dt. 01/11/2019 issued commercial N.A. order for the area admeasuring 1565.88 Sq. Mtr. out of the total constructed area.

D.) The M/s. Jaikumar Constructions L.L.P. is entitled to develop project on gross area admeasuring 73130 Sq. Mtrs, in a phased manner, Nashik Municipal Corporation by excluding area of amenity space admeasuring 2658.10 Sq. Mtr. and area under D.P. Road admeasuring 1120.00 Sq. Mtr. Sanctioned building plan on the remaining area. To that effect time to time M/s. Jaikumar Constructions L.L.P. has obtained revise commencement certificates from Nashik Municipal Corporation Nashik, accordingly M/s. Jaikumar Constructions L.L.P. had completed construction of buildings from Phase-II-A M/s. Jaikumar Constructions L.L.P. obtained completion certificate for building nos. F, G & H from Nashik Municipal Corporation, Nashik vide their completion certificate for building nos. F, G & H from Nashik Municipal Corporation, Nashik vide their completion certificate No. Nanivi/C1/22763/86 dt. 2010412019 and copy is annexed herewith.



(E.) The M/s. Jaikumar Constructions L.L.P. will use balance FSI & avail the FSI area for under reservations/TDR/Premium FSI and the same will be used in Phase no. V-A by constructing additional wings/buildings/floors as shown in Plan. Recently the promoter has obtained revised commencement certificate for the constructions of remaining phases from Nashik Municipal Corporation vide letter No. LND/BP/C-1/1096/2019 dt. 16/10/2019.

There will be recreational area or facilities in the phase- V-A and remaining common facilities will be available in other phases. All this common facilities and amenities shall be used in common by all the members of all seven phases.

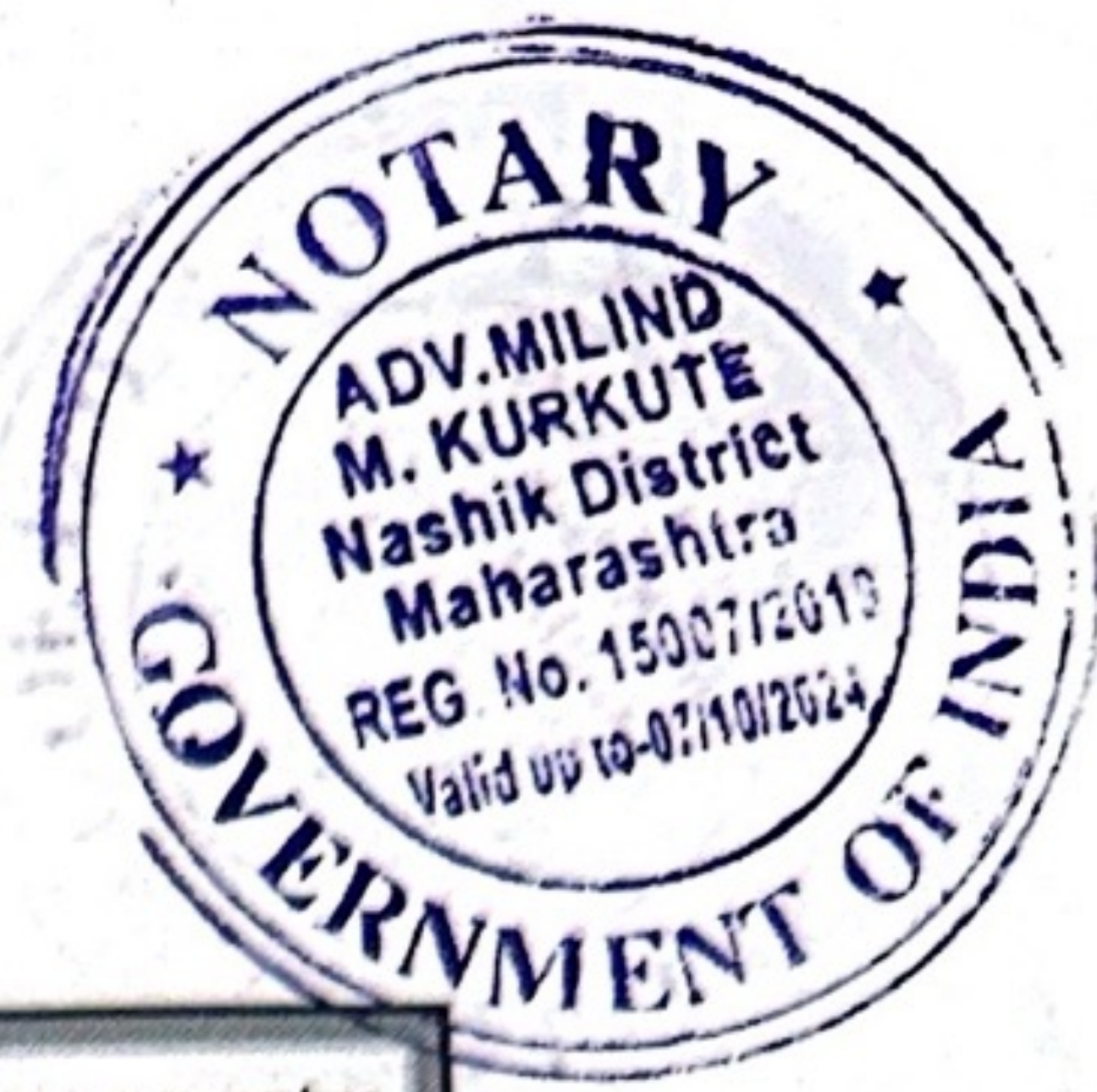
The separate Associations will be formed for all the unit holders of each phase.

F.) The Buildings/Project is known as "**PARKSYDE HOMES PHASE-II-A APARTMENT**" and its postal address shall be Survey No 256(P) and 257(P), near Bali Mandir, Opp. Rasbihari School, Off Mumbai Agra Road, Hanuman Nagar, Panchavati. Nashik-422003.

G.) And whereas the M/s. Jaikumar Constructions L.L.P. herein have executed Registered Agreement For Sale in favour of Mrs. Aditi Shrikant Bhosale with respect to the property described in the Schedule-III hereunder written and said agreement was Registered in the Office of Sub-Registrar, Nashik 3 at Sr.No. 5475/2017 dated Aug 08, 2017.

H.) The M/s. Jaikumar Constructions L.L.P. has submitted Deed of Declaration of Parksyde Homes Apartment Condominium of Phase-II-A consisting of Buildings/Wings F, G and II totally admeasuring built-up area of 12946.69 Sq. Mtr.(total slab area) constructed on property specifically mentioned in Schedule-II to i.e. Declaration of structure the provisions of the Maharashtra Apartment Ownership Act 1970 and the Deed of Declaration u/s-2 of the said act. Said Deed of Declaration is Registered with Sub-Registrar Nashik-3 at Sr. No. 4641/2019 Dated 16/07/2019.

I.) As per terms and conditions of agreement M/s. Jaikumar Constructions L.L.P. through Partner Hiten Haridas Rajkotia had executed Deed of Apartment in favour of Mrs. Adhiti Shrikant Bhosale. The said Deed of Apartment is executed in the office of Sub-Registrar Nashik 3 at Sr.No. 2089/2020 dated 9.3.2020.



J.) The Mrs. Adhiti Shrikant Bhosale had agreed to Sale the said property described in Schedule -III to present vendor by way of Agreement for sale. The said Agreement was registered in the office of Sub-Registrar, Nashik 5 at Sr.No. 3253/2020 dated 3.6.2020 and for fulfillment of terms and condition the said agreement to sale, owner has executed this Deed of Apartment in favour of present vendor and accordingly present vendor became absolute owner of said flat premises.

K.) AND WHEREAS the Vendor for her lawful reasons has decided to sell, transfer and convey the Said Flat to someone suitable purchaser.

L.) AND WHEREAS the Purchaser was also searching for suitable accommodation in the vicinity of the Said Flat and after getting knowledge of the intention of the Vendor's herein, approached them and expressed his willingness to purchase/acquire the Said Flat at and for a total consideration of Rs. 61,50,000/- (Rupees Forty Sixty One Lacs Fifty Thousand Only).

M.) AND WHEREAS after due negotiations between the parties hereto and as the offer given by the Purchaser is just and fair according to the present market value and hence Vendor is agreed to sell, transfer the Said Flat along with all their rights, title, interest in the Said Flat which is acquired by them by virtue of above referred Agreement, together with all other common amenities and facilities appurtenant thereto came to her share unto the purchaser herein and Purchaser has also agreed to purchase and acquire the same.

N.) As per mutual discussions between the parties hereto, the vendor has agreed to sell said flat to said Purchaser along with the undivided unspecified share in the said land at the price and on terms and conditions hereinafter appearing and according to the specifications as more particularly described herein under.

O.) The parties hereto have decided to reduce in writing the terms and conditions agreed between them. Being this indenture.



NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1) In consideration of **Rs. 61,50,000/- (Rupees Forty Sixty One Lacs Fifty Thousand Only)**. the Vendor herein has agreed to sell, assign, transfer and convey, '**SAID FLAT**' and which is more particularly described in the **Schedule - III** written herein under) together with all such rights, title, interest, ownership, possession, occupancy rights, fixtures, fittings, common amenities and facilities therein/thereof unto and in favor of the Purchasers herein, who do hereby agree, assure and undertake to purchase the Said Flat for the said consideration.

2) As per the directions and instructions of the Vendor herein, the Purchaser has paid to the Vendor in the following manner -

Amount (In Rs.)	Particulars
1,51,000 /-	Paid by the Purchaser on dated 03/04/2024 vide Cheque, bearing No. 113995 drawn on Sarswat CO - Op Bank Ltd, Main Road, Nashik Branch, drawn in the name of Vendor herein.
61,500/-	Being TDS @ 1 % of the sale consideration will be paid to the Income Tax Department as tax deduction at source.
59,38,500/-	Will be Paid at the time of execution of Deed of Apartment, by purchaser's home loan account to the Vendor herein.
61,50,000/-	Total Amount

The Vendor hereby acknowledges the receipt of the said amount of **Rs. 1,51,000/- (Rupees One Lack Fifty One thousand only)**.

3) As per the instructions and directions of the vendor, the Purchaser has agreed to pay balance consideration amount of Rs. 59,38,500/- (Rs. Sixty four lacks, two hundred and fifty only) after deduction of TDS, Rs. 61,500/- , on or before execution of Deed of Apartment with appropriate deduction of TDS amount.

4) The Purchaser hereby undertake to hand over TDS certificate to the Vendor for having deposited 01 % TDS as above.

5) The Vendor hereby specifically state, declare and confirms that, he is receiving the entire agreed consideration against the said property at the time of execution of above referred Deed of Apartment.

6) It is also specifically agreed between the parties that, after the receipt of entire agreed consideration amount in the manner stipulated herein above, the Vendor shall execute the required Deed of Apartment in favor of the



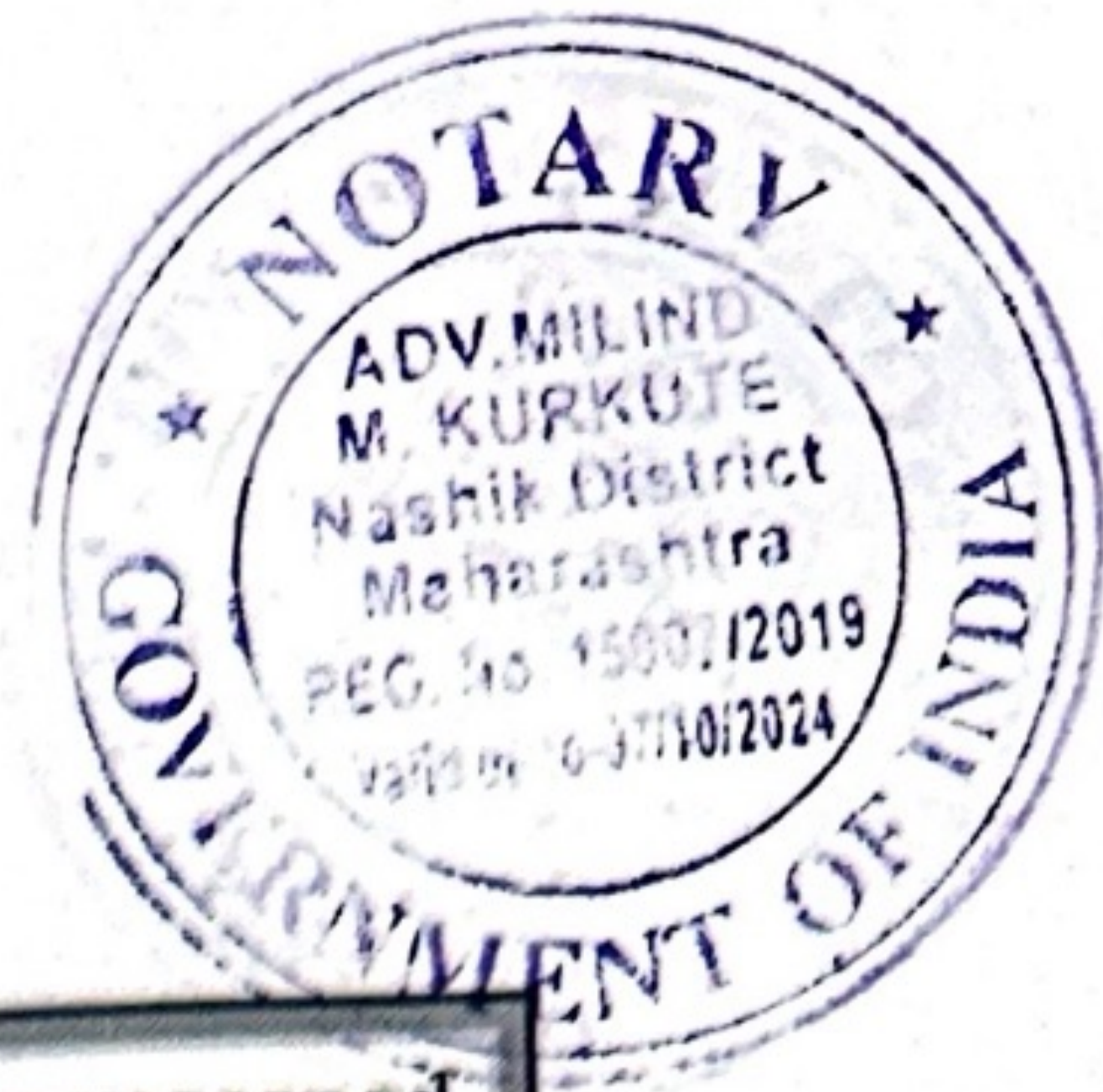
Purchaser and at the same time shall deliver the possession of the said flat premises to the Purchaser to have and hold forever.

- 7) The Vendor hereby declares and covenants to the Purchaser that:-
- a. That the Said flat is in actual possession of the Vendor only.
 - b. That the Vendor has exclusive right to entitled the Said flat and also entitled to dispose off the said flat premises in favor of the Purchaser and except the Vendor no other person has any right, title interest or claim in the Said flat or any part thereof.
 - c. The Vendor has not done any act nor entered into any transaction nor agreed to enter into any transaction with any third party, like sell, lease, gifts, lien, **mortgage except ICICI Bank OD account** or agreements with any other person nor he has created any third party interest in or relating to the Said flat property or any part thereof.
 - d. That the Said flat/Property/premises is neither requisitioned nor acquired nor reserved for any purpose nor has any notice thereof been received by the Vendor nor notified for the same under any of the provisions or statues.
 - e. That the Said flat Property is not subject matter of any dispute in any Court of Law, tribunal, authorities or even otherwise which as title, tenancy rights, license, boundaries, encroachment etc. or of whatsoever nature including proceeding for recovery of amount by any bank or any other institution, person etc.
 - f. The Said flat Property is neither encumbered nor attached nor prohibited to sell or otherwise dispose off by any order of Court of Law or tribunal or authority and the Vendor have perfect marketable title to the Said Flat Property and Said flat Property/premises is free from all encumbrances.
 - g. That all the outgoings levied on the Said flat Property such as Property Tax, assessment charges etc. will be satisfactorily discharged and will be paid by the Vendor before the execution of Deed of Apartment or possession of said flat, Payable under any statues, enactments, rules, regulations, contracts etc. and shall continue to pay and bear the same till the execution of final Deed of Apartment.
- 8) That the Vendor has agreed to fulfill the following compliances to the satisfaction of the Purchaser:
- a) To satisfy the Purchaser and his Advocate about their marketable title by producing/providing necessary deed, documents and has also agreed to obtain all necessary consents, no objections etc. of the persons concerned for perfecting the title of the Vendor relating to the said Flat/ property/ premises.
 - b) To obtain the consent of all the required persons for the present transaction and to cause all the required persons to remain present as and when asked



by the Purchasers to execute, registered deeds and documents in favor of the Purchaser herein.

- c) ***Before effectively transfer said flat premises in favor of the Purchaser, vendor have to obtain all requisite permissions, NOC's from banks or any other financial institutions, wherever vendor has lien or mortgage said flat.***
- 9) That the Purchaser himself with intention to bind himself and all persons into whomsoever hands the said flat come and their successors-in-title both hereby covenant with vendor as follows:
- a) To maintain the said premises at Purchaser's own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/ wing in which the tenement is situated or in staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other Authority or change/ alter or make additions in or to the said tenement &/or the building/ wing in which the said tenement is situated or any part thereof.
- b) To protect the important parts of the building/wing such as columns, beams, external walls, slabs or RCC part or other structural portion in the said tenement and not to damage those structural portions. Also not to damage water proofing, floor, tiles, etc., which will result in leakage in the building and thereby weaken the existing structure constructed and due to those acts there is a danger to the structure so constructed. For that, the Purchaser will be solely responsible for any consequences which may arise.
- c) Not to store in or outside the said tenement or building/wing or surrounding area any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the tenement is situated or storing of which goods is objected by the concerned Local or other Authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages, entrance lobby or any other structure of the building in which the tenement is situated and in case any damage is caused to the building on account of negligence or default of the tenement Purchaser in this behalf, the Purchasers shall be liable for the consequences of the breach.
- d) To carry at own cost internal repairs to the said tenement and maintain the same in the condition, state and order in which it was delivered by the vendor to the Purchasers and shall not do or suffer to be done anything in or to the building/wing in which the said tenement is situated or the said tenement



which may be given in the rules, regulations and bye-laws of the concerned Government Authority or any other Authority and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchasers shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or any other Authority.

e) Not to demolish or cause to be demolished the said tenement or any part thereof, nor at any time make or cause to be made any addition or alternation of whatsoever nature in or to the same or in or to the building/wing in which the said tenement is situated and not to make any alteration in the elevation and outside colour scheme of the building/wing and shall keep surrounded area, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, so as to support, shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said tenement without prior written permission of the Apartment members.

f) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said tenement in the compound or any portion of the said property and the buildings.

10 The vendor hereby state, declare and confirms that if any tax is applicable to the present transaction at present or future as the case may be, then it shall be solely paid by the vendor alone and the Purchasers shall not be responsible for the same in any manner.

11 The Vendor hereby authorizes the Purchaser to cause to publish Public Notice in News Paper for the verification of the title of the Vendor in respect of the Said flat Property/premises. And the vendor has agreed to remove the objection, if any, received to such public notice at his own cost to the satisfaction of the Purchasers herein.

12 The Vendor has agreed to give all the necessary copies of documents of his title and No objection of the consent for obtaining the loan by the Purchaser for acquiring the said flat premises. However, the Purchaser shall always be responsible for the payment of all the amount of loan along with interest and other charges.



- 13 After the execution of final Deed of Conveyance, the Vendor shall sign all the applications, or statements etc. and all required things for the purposes of mutating the names of the Purchaser to the 7/12 extract and all other revenue records of the transfer of the said flat property/premises.
- 14 That Vendor has agreed to hand over the all original documents, receipt papers pertaining to the said flat property/premises to the Purchasers at the time of execution of Deed of Apartment of the said flat property/premises.
- 15 Either party shall have right to ask for relief of Specific Performance at the cost and expenses of the party who have made the breach of the contract.
- 16 All the expenses of Stamp Duty, registration fees and other incidental charges will be paid and born by the Purchaser herein.

TOTAL DESCRIPTION OF LAND AREA

ALL THAT piece and parcels of the land or ground lying, being and situated Opp. Rasbihari International School, Near Bali Mandir at Nashik within the limits of Nashik Municipal Corporation, Nashik, and within the registration, Sub District Nashik bearing Survey No.256/2 to 6/6+ 256/2 to 6/8(part) + 256/2 to 6/1 + Plot No.1 to 8 out of Survey No.256/7 + S.No.257/4, as per DLR record it is numbered as Survey Nos. 257A/4 (Area of S.No.257/4 includes area from old S.No.257/1G,,257/1F/2(p), 257/1H, 257/1e, 257/2B) + S.No.257/9 as per DLR record it is numbered as Survey No. 257A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B(p), 257/1C, 257/1D, 257/2A/1(p))+ S. No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S. No. 257/1A, 257/2A/1(p), 257/1 B)+S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from olel S.No.257/2A/1(p)] and bounded as per sanctioned plan.

SCHEDULE-II

DESCRIPTION OF PHASE-II-A

Phase No. II-A consisting of Building/Wing Nos. F, G and H totally admeasuring built up area of 12946.69 Sq. Mtrs. (i.e. slab area) and covering ground/plinth area of 862.33 Sq. Mtrs., and land area under the plinth of



862.33 Sq. Mtr. situated in Middle- West Side Portion specifically lying and situated on Survey No. 256/2 to 6/1 plus in addition to Plot No. 1 to 8 out of Survey No. 256/7 out of all that piece and parcel of land and ground within the Registration, Sub- District, Tal. and Dist. Nashik and within the limits of Nashik Municipal Corporation, Nashik bearing Survey NO.256/2 to 6/6+ 256/2 to 6/8(part) +S.No.257/4, as per DLR record it is numbered as Survey No. 257 A/4 (Area of S.No.257/4 includes area from old S.No.257/1G, 257/1F/2(p), 257/1H, 257/1e, 257/2B) + S.No.257/9 as per DLR record it is numbered as Survey No. 257 A/9 (Area of S.No.257/9 includes area from old Survey No. 257/2B (p), 257/1 C, 257/1 D, 257/2A/1(p)) + S. No. 257/11 as per DLR record it is numbered as Survey No. 257A/11 (Area of S.No.257/11 includes area from old S. No. 257/1A, 257/2A/1(p), 257/1 B)+S.No.257/12 as per DLR record it is numbered as Survey No. 257A/12 (Area of S.No.257/12 includes area from old S.No.257/2A/1 (p)) lying and situated at Nashik and

Phase No. II-A is bounded as follows-

Towards the East:- By Marginal Space and Phase-II-B

Towards the West:- By Marginal Space and adj. Survey No. 256 (P)

Towards the South:-By Marginal space and 12 Mtr. Internal Road.

Towards the North:-By Marginal Space and Survey No. 257(P)

And in additions to the above mentioned land area, FSI of 1120.00 sq.mtrs.

of DP Road from Survey No. 256/2 to 6/8 is utilized on the aforesaid area.

SCHEDULE-III OF THE FLAT PROPERTY


Apartments No. 1104 admeasuring carpet area about **63.29 sq.mtrs.** Carpet area of sit out **Balcony/ utility/covered area 9.48 sq.mtrs.** which is shown on the building plan which is annexure herewith situated on **11th floor** in Building Wing **F-Wing**, from **Phase II-A** of the project known as "**PARKSYDE HOMES**" together with the absolute and exclusive right to use, utilize and enjoy the said premises is bounded as under-

On or towards the East :- By Marginal Space
On or towards the West : Flat No. F-1103
On or towards the South : Staircase and F.No. 1101
On or towards the North : G Wing

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNDER ON DAY AND DATE MENTIONED HEREIN ABOVE.

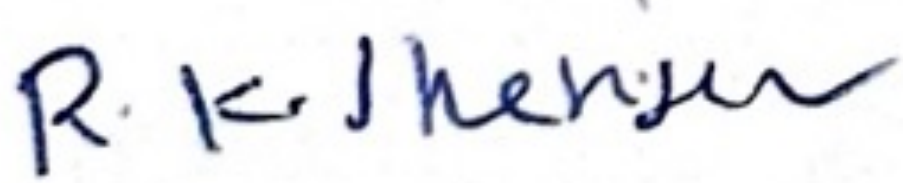

MR. JITENDRA OMPRAKASH AGRAWAL
VENDOR



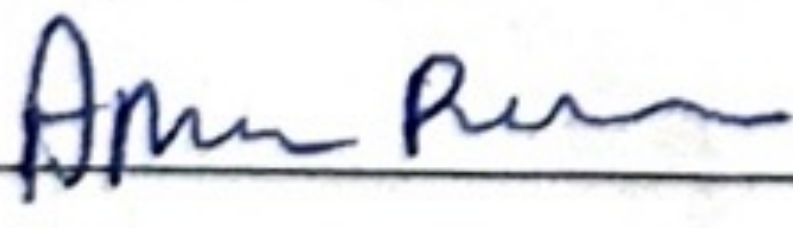

1) MR. HITESH RAVINDRA SHETTIGAR.
PURCHASER

R. K. Shetty

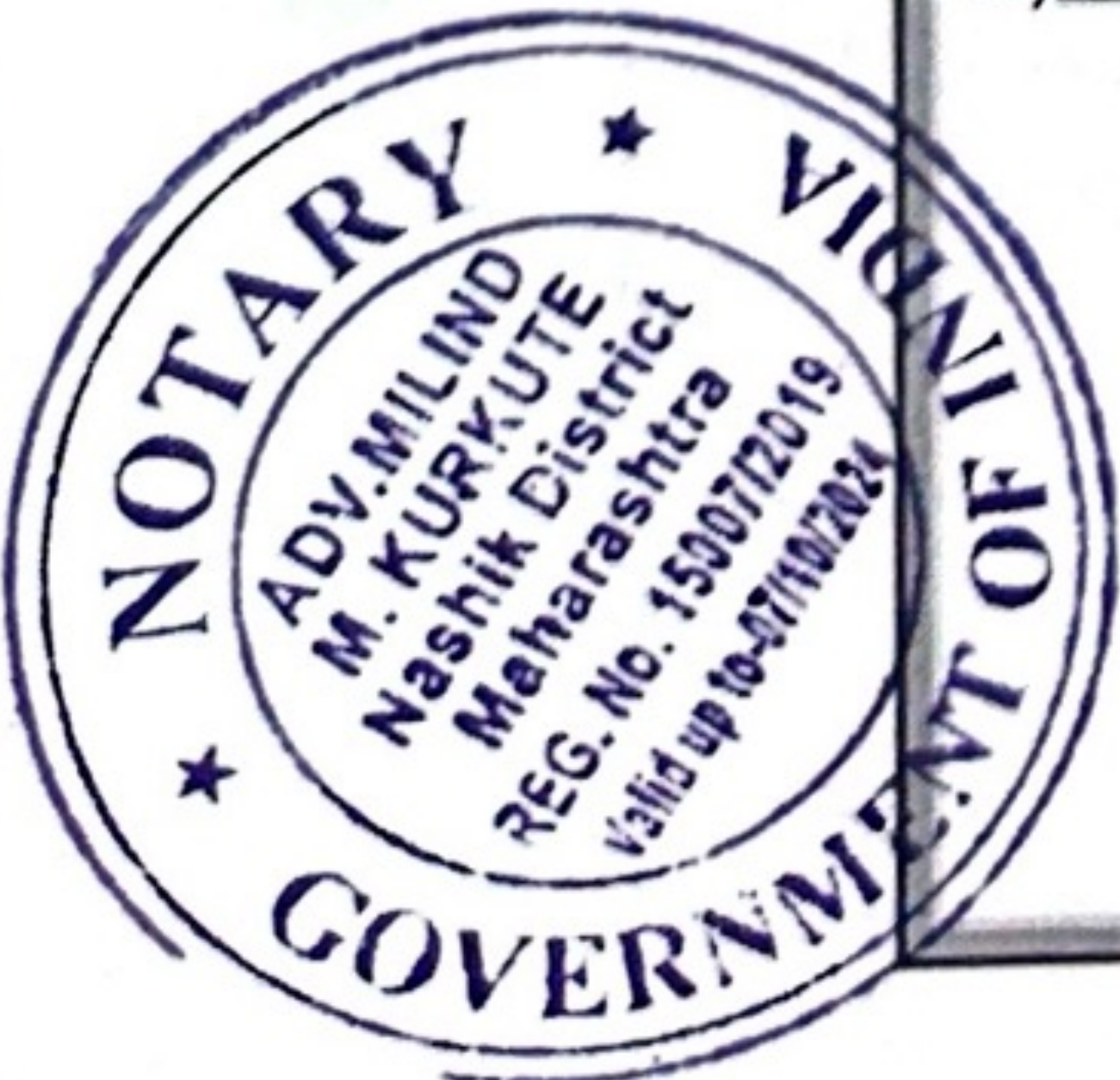



2) MR. RAVINDRA KESHAV SHETTIGAR.
PURCHASER

WITNESSES:

1) 

2) 



BEFORE ME

MILIND M. KURKUTE
Advocate & Notary, Govt. of India
Add:- 15, Maruti Chambers,
District Court, CBS, Nashik-2.



घोषणापत्र / शपथपत्र

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षकण न. स. पुणे यांचे दि.३०/११/२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणूकीद्वारे अथवा दुबार विक्री होत नाही. त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून घेतलेली आहे / आहोत.

सदर नोंदणीचा दस्ताऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी /आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या / कुलमुखत्यारधारक (P.A.Holder) लिहून देणार हे ह्यात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपोवेत रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक, बोजे, विकसन बोजे, शासन बोजे व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

सदर दस्ताऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील .

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पूरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकुम नाही .तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत .

नोंदणी नियम, १९६१ चे नियम ४४ व वेळोवेळी मा .न्यायालयाचे / मा. उच्च न्यायालयाने दिलेला निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही , याची आम्हांस पूर्णपणे जाणीव आहे .

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अन्वयेत पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्ताऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली / बुडवली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्ताऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत . याची आम्हाला पूर्ण कल्पना आहे .

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही . जर भविष्यात सदर प्रकरणी कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला / आम्हाला पूर्णपणे जाणीव आहे .त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.



लिहून देणार.....

R. K. Shekhar

लिहून घेणार

