

Agreement by the Purchaser nor shall the same in any manner prejudice the rights of VENDOR .

- 25. All Notices, letters and other correspondence, if sent Under Certificate of Posting to the Purchaser at the address cited herein above, shall be a sufficient proof of receipt of such communication by the Purchaser.
- 26. This Agreement shall be subject to provisions contained in THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 and the rules there under and/or any modifications and/or any re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto, as and when formed, as well as, to the said Declaration Deed as and when executed and the rules & regulations framed there under.
- 27. Adequate Parking is provided to the occupants of the building and the purchaser shall park his vehicle in such manner that no obstruction is caused to other occupiers of the building. The purchaser shall use the north-east corner gate for entering into the building and movement of his vehicles.
- 28. The Purchaser alone have agreed to bear the stamp duty, registration, legal fees, typing, xeroxing and other incidental expenses thereto and accordingly have paid the same.

SCHEDULE-I OF THE SAID PROPERTY REFERRED TO

ABOVE

All that piece and parcel of land bearing Plot no. 16, measuring 436.635 Sq. Mtrs. out of S. no. 792/1C+1A+1B+2A+2B/16 + TDR measuring 175 Sq. Mtrs., lying and being at Nashik within the limits of Nashik Municipal Corporation and also within the limits of Registration and Sub-Registration District of Nashik which property is bounded as

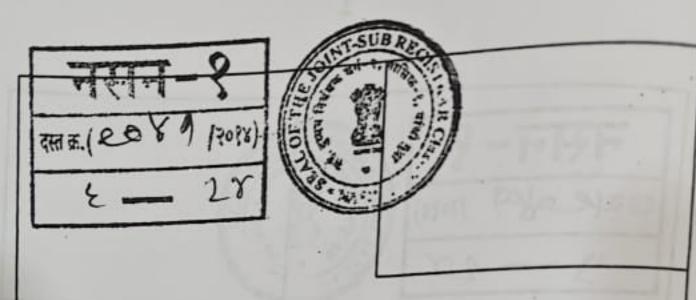
below:-East - 6. 00 Mtrs Colony Road

West - Plot No 19
South - S No 792/1A (p)
North - Plot No 15

SCHEDULE II OF THE SAID PREMISES REFERRED TO ABOVE

On the aforesaid property a building named as "KRISHNA HOMES" is constructed. From and out of the said building, the premises for residential use bearing flat No G-01 admeasuring i.e. 93.02 square meters carpet area situated on the Ground Floor with exclusive right to use side marginal spaces totally admeasuring 100.84 Sq. Mtrs as shown on plan along together with right to use common staircases, landings, terrace, lift and lift room etc. The said premises are bounded as per plan attached.





registered sale deed the name of the vendors herein is recorded in 7/12 extract vide M.E. no.67957.

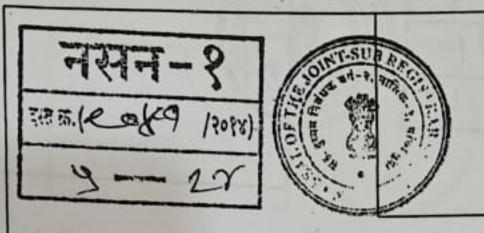
- AND WHEREAS the said plot property is out of larger land which is duly converted for non-agricultural use, by the order issued by the Collector, Nashik bearing no. Maha/ Kakash/-3/ N.A. P. N./ 60/1997 dtd. 21.02.1997. The Vendor has also paid the non-agricultural assessment till date and there are no arrears against the same.
- AND WHEREAS the said plot property is out of larger land for which final layout order issued by Nashik Municipal Corporation, Nashik bearing no Nagar Rachana Vibhag/ Final / 69/794 dtd. 07.051999.
- AND WHEREAS the Vendor also purchased TDR of C zone from Mr. Gajanan Dinkar Jadhav and others through G.P.A. Lalit Constructions, a partnership firm, with the consent of Lalit Constructions, a partnership firm, and Swapnali Bhosale Vendor Pvt Ltd through Mr. Vipul Nemichand Poddar. The said TDR sale deed is registered at sr.no. 9719-2010 on 15.10.2010. The vendors herein have purchased TDR area admeasuring 175 Sq. Mtrs. from and out of certificate no. 333 dtd. 16.12.2009, out of S. no. 269/2+3+4/1+4/56 of Village Nashik under the said deed.

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- AND WHEREAS the Vendor has decided to construct a building consisting of residential units and entered into a standard Agreement with Architect Registered with the Council of Architects and also appointed a structural Engineer for the preparation of the Structural Design and Drawings of the Building. The Vendor shall accept professional supervision of the Architects and the Structural Engineer till the completion of the Building;
- AND WHEREAS the VENDOR has prepared a building plan for the construction of residential building to be constructed on the said plot property and the same is approved by the Nashik Municipal Corporation vide its Sanction of Building Permit & Commencement Certificate No. LND/BP/CD/B3 /480 /3268 on 27.10.2010. The said approved plans are displayed at
- completed the construction of an exclusive residential building on the said property and obtained completion certificate from Nashik Municipal Corporation Nashik vide letter No. Naravi/ CIDCO/ Municipal Corporation Masting Vide letter No. Naravi/ City 12381/3611 dtd 10.10.2012. The said project is named as KRISHNA HOMES comprising of 9 residential units. These Units have independent approach with design and specifications as per have independent approach with design and specifications as per approved building plan and provided with all the required facilities.

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- 8. AND WHEREAS the Purchaser is interested in purchasing the constructed premises of a residential use bearing



VALUATION CHART No.

: 1.3.13

Carpet Area Garden Area : 93.02 Sq. Mtrs : 100.84 Sq. Mtrs

Depreciation

: 5 % (CC dtd 10.10.2012) : Rs. 36,18,500 /-

GOVT. VALUATION CONSIDERATION COST STAMP DUTY AFFIXED

: Rs. 36,25,000/-: Rs. 2,17,500/-

Registration Charges : Rs. 3

: Rs. 30,000/-

AGREEMENT FOR SALE
OF Flat No. G-01, in the building KRISHNA HOMES

ARTICLES OF AGREEMENT made and executed on this the day of October in the Christian Year, Two Thousand Fourteen, at Nashik.

BETWEEN

Shree Krishna Constructions,

A Partnership firm,
Having its registered office at –
Unit No 1, Lal Sai Society
Development Area, Deolali Camp, Nashik
PAN- ABSFS7814H
Through its partner

Mr. Shrichand Goverdhanadas Nagdev

Age. Major., Occ. Business Add. As above

Hereinafter referred to as the "VENDOR" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include the said Firm, its Partners, their legal heirs, executors, administrators, representatives and assigns] of the ONE PART;

AND

Mr. Rahul Arvind Warkhede

Age: 35 years Occ: Business PAN: AALPW5156G

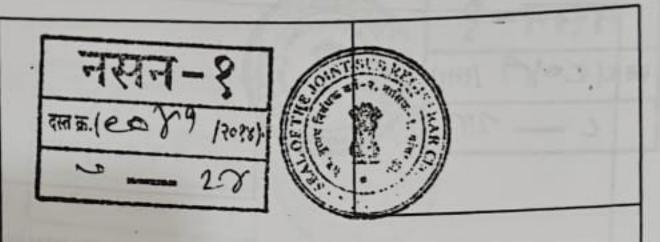
Residing at 11, Pushparatna Apartment Hanumanwadi, Panchwati, Nashik 422003

Hereinafter referred to as the "PURCHASER" (which expression, unless it be repugnant to the context or meaning thereof, shall always deem mean and include his legal heirs, successors, executors, administrators, assigns, etc.) of the OTHER PART;

WHEREAS the plot property bearing Plot no.16, measuring 435.635 Sq. Mtrs. out of S. no. 792/1C/1A+1B+2A+2B/16 of Nashik and particularly described in the Schedule I written hereunder is purchased by the VENDOR from Mr. Anil Bansilal Jain (HUF) and Mrs. Surekha Anil Jain. The said sale deed is registered at sr. no. 5395 on 18.06.2010, as per the said

Structuring.

Broken



flat No G-O1 admeasuring 93.02 Square meters of Carpet Area situated on the Ground Floor alongwith the exclusive right to use marginal areas totally admeasuring 100.84 Sq. Mtrs as shown on the plan attached hereto in the building KRISHNA HOMES. The said premises is more particularly described in the Schedule-II of this Agreement and hereinafter referred to as the "said Flat". Hence, the Purchaser approached for purchase of the unit. The VENDOR has agreed to sell the said Flat to the Purchaser;

9. AND WHEREAS the VENDOR has given inspection of all necessary documents establishing the title of the VENDOR for the said property and rights to construct and sell flats. The VENDOR has given copies of Sale deed, NA order, 7/12 extract along with the approved building plan thereof and the Title Certificate issued by Advocate C. M. Bora Nashik, as contemplated under The Maharashtra Apartment Ownership Act, 1970.

Further, the Purchaser and his legal Advisor has inspected the same and they are satisfied with all such documents, deeds and title of the VENDOR to the said property, as well as, of the rights, authorities and powers of the VENDOR to develop the said property and about the discretionary powers to dispose-off the

constructed premises unto parties of their choice.

10. AND WHEREAS the VENDOR has observed all necessary norms and technicalities required to be completed before entering into transaction with any prospective Purchaser in respect of the constructed premises. Further, a clear understanding is given to the Purchaser that the said property may be submitted under the Apartment Scheme and accordingly shall be declared under a Declaration Deed, as stated herein above;

- 11. AND WHEREAS the Purchaser has accepted certain restrictions willingly for his benefit and for the benefit of other owners with respect to the use and enjoyment of the premises.
- 12. AND WHEREAS the common expenses which are to be paid by the owners of the apartment are shown in SCHEDULE IV.
- AND WHEREAS the vendor is also entering into likewise agreement for the remaining premises.
- 14. AND WHEREAS the VENDOR and Purchaser have discussed, negotiated and settled various terms, conditions and consideration in respect of sale/purchase of said Flat and accordingly the parties have decided to record all such terms, conditions, stipulations and consideration by executing this Agreement for Sale.
- 15. AND WHEREAS the VENDOR being possessed with all rights & authorities to develop the said property and further discretionary powers to sell and transfer the various constructed premises, has acquired the status of a "PROMOTER". Hence, the

मिन्न महिम्स महिम्म न म ज्या अक्टाबक कारणामाठी त वस्तात अंसलात राष्ट्रीण. वि बास्तीत जास्त हा जारेश विक सारा बदलेल त्यात्रवाचे महिन्याचे आत भरावी.

क्षेत्रात व अकृषिक साचात

ल्डम व इतर बांधकाम पूर्व व नजराणा रक्कम महन

ामामध्ये बदलपूर्ण प्रवानगी हा / नगरपालिका यांचेकड्न

नियम १९६९ चे अनुसूची हिन्याचे आत करून देण्याचे

ग केल्यास महाराष्ट्र जमीन ल 'त्याप्रमाणे दंड व सारा

वद्ध बिल्डिंग व इतर बांध-न टाकण्यास फर्माविण्याचा हे सदरहु बांधकाम काड्न वसूल करतील.

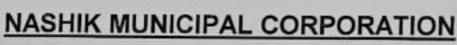
लाग् असलेल्या (तरतुदीस अधिनियम व नगरपासिका

मनोज सौ निक



. सादर कार्यवाहीसाठी अग्रेक्षीत. केल्याबाबत लक्ष ठेवावे. नं. ४४ व गा. न. नं. ४ जिनाकरिता बापरलेल्या गोजणी फी भरल्यास ब. रे सोबत पाठवावे. १९९७ रोजी परावी.

जी चलनान



NO:LND/BP/CD 163 4803268

OFFICE OF NASHIK MUNICIPAL CORPORATION DATE: 27/16/2010

SANCTION OF BUILDING PERMIT AND COMMENCEMENT CERTIFICATE

TO, Shrikrushna Constructions through Partner Shri. Shrichand G. Nagdev.

C/o. Er. Vijaykumar K. Sanap & Stru. Engg. Vijaykumar K. Sanap of Nashik.

Sub - Sanction of Building Permit & Commencement Certificate in Plot No. - 16 of S. No. 792/1C/1A+1B+2A+2B of Nashik Shiwar.

Ref - Your Application & Plan dated: 01 / 09 /2010 Inward No. B3/BP/3536 Case No :- ----

Sanction of building permit & commencement certificate is hereby granted under section 45 & 69 of the Maharashatra 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 errect building for Residential Purpose is per plan duly amended in ---- subject to the following conditions.

CONDITIONS (1 to 30)

The land vacated in consequence of enforcement of the set-back rule shall form part of

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.

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 unauthorized development & action as per provisions laid down in Maharashatra Regional & Town Planning Act 1966 & under Bombay Provincial Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.

This permission does not entitles you to develop the land which does not vest in you.

The date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS

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

After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of



महाशय,

नाशिक महानगरपालिका, नाशिक इमारत बांधकामाचा वापर करणे बाबतचा दाखला (पूर्ण/सार्यक्रंथ) जावव जावक क्र./नरवि ७२३८९ <u>३</u>६५७ दिनांक: 90/90/२०92 No.A 12381 श्री./श्रीमती क्वीक्रिका कन्यून्यान त्ये काशादार क्रीचंद्- भी, नाशाद्व. संदर्भ: तुमचा दिनांक 25 /७७ / २०१२ चा अर्ज क्रमांक कि 3/2/93 ८२ — दाखला देण्यात येतो की नाञ्चिक शिवारातील / सिर्मा.नं., स. नं. (८२) १५० १५५ १५५ १५५ -प्लॉट नं. _____ मधील इमारतीच्या लक्कमंत्राला मन्यार् मनते क्रिक्न मजल्याचे इकडील बांधकाम परवानगी क्र.कि 3/800/32EC दिनांक २ U /90/२०९० दिल्याप्रमाणे आर्किटेक्ट/इंजि./ सुप्रवायझर, श्री. विभिन्ने कुम्म के स्मानप . यांचे निरिक्षणाखाली पूर्ण झाली असून निवासी / निर्वासेस्य / शिक्षिकाकारणासाठी खालील अटी शर्तीस अधिन राहून

त्याचे एकूण बांधकाम क्षेत्र ६९० - २५ - च्ये स्थि . 9) सदर इमारतीचा वापर निवासी / विश्वविक्र / विश्वविक्र कारणाकरिताच करता येईल. त्या वापरात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.

२) घरपट्टी आकारणीसाठी आकारणी प्रत अधिक्षक (कर) घरपट्टी विभाग यांचेकडे पाठविण्यात आली आहे. तरी घरपट्टी बाबत संबंधीत विभागाकडे त्वरीत संपर्क साधावा.

३) सिंगल फेज विज पुरवठा करणेस हरकत नाही.

इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

४) सदरच्या पूर्ण केलेल्या इमारतीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करू नये.

कीय मुंकीया मुडम्बर कि रह ४९५०८ पाम र राम उपमार्ग रह EU930+ Baign - 9/90/2092 413-79/8289 Brown 29/201

> कार्प्रकारी अभियंता नगर रचना विभाग नाशिक महानगरपालिका, नाशिक

