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Monday, June 18, 2007
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पावती

पावती क्र. : 3889

गावाचे नाव देयळाली

दिनांक 18/06/2007

दस्ताऐवजाचा अनुक्रमांक

नसन2 - 03889 - 2007

दस्ता ऐवजाचा प्रकार

करारनामा
करारनामा



सादर करणाराचे नाव: रविंद्र अंबादास पुंडे

नोंदणी फी	:-	9500.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (29)	:-	580.00
एकूण	रु.	10080.00

आपणास हा दस्त अंदाजे 3:25PM ह्या वेळेस मिळेल

~~सह दुय्यम निबंधक~~
~~एच डी एफ सी बँक~~

बाजार मुल्य: 950000 रु.

मोबदला: 850000रु.

नाशिक-२

भरलेले मुद्रांक शुल्क: 30100 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

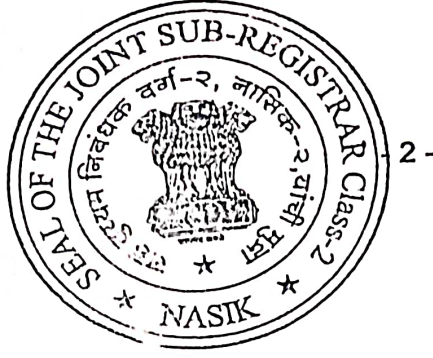
बँकेचे नाव व पत्ता: एच डी एफ सी बँक;

डीडी/धनाकर्ष क्रमांक: 002136; रक्कम: 9500 रु.; दिनांक: 14/06/2007

वस्त पक्षकाराला परत वेळ

~~सह दुय्यम निबंधक वर्ग - २~~

नाशिक - २



नसिक-२
दस्त क्र. (३८९९) २००७
२ / २९

BETWEEN

SHRI. VARDHAMAN RAMANLAL JAIN,
THROUGH HIS DEVELOPER & G.P.A. HOLDER
ADVAIT CONSTRUCTIONS,
THROUGH IT'S PARTNER,
SHRI. YOGESH ASHOK THATTE
PAN NO. ABSPT 2479 D

Age : 32 Years, Occupation : Business,

R/O : 'Smruti', Gandharva Nagari,

Nasik Road, Tal. & Dist. Nasik.

Hereinafter referred to as '**THE VENDORS/DEVELOPER**'.

(Which expression shall unless it be repugnant to the context or meaning thereof, mean & include the said Partnership Firm, its Partners, their heirs, legal representatives, executors) **OF THE FIRST PART.**

AND

SHRI. RAVINDRA AMBADAS PUNDE

Age : 26 Years, Occupation : Service, (PAN NO. ALBPP 8301 P)

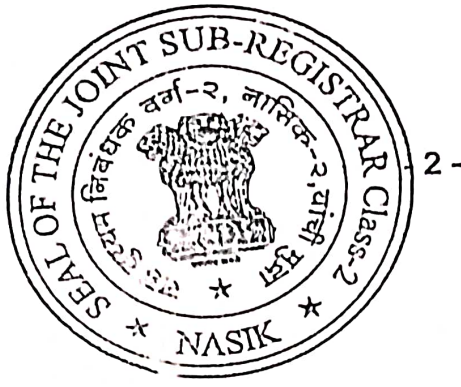
R/O : Phadol Chawl, Subhash Road,

Nasik Road, Tal. & Dist. Nasik.

Hereinafter referred to as "**THE PURCHASERS**".

(Which expression shall unless it be repugnant to the contexts, or meaning thereof, mean & include his heirs, legal representatives, executors, administrators & assigns) **OF THE OTHER PART.**

(1) **AND WHEREAS** Shri. Vardhamanlal Ramanlal Jain is absolutely seized & possessed the property and M/s. Advait Constructions through it's Partners have acquired development rights of the land bearing Survey No. 26/3/2/2, out of the said survey number Plot No. 13 & 14 area admeasuring 232.79 Sq. Mtrs. & 249.00 Sq. Mtrs. respectively,



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BETWEEN

SHRI. VARDHAMAN RAMANLAL JAIN,
THROUGH HIS DEVELOPER & G.P.A. HOLDER
ADVAIT CONSTRUCTIONS,
THROUGH IT'S PARTNER,
SHRI. YOGESH ASHOK THATTE
PAN NO. ABSPT 2479 D

Age : 32 Years, Occupation : Business,
R/O : 'Smruti', Gandharva Nagari,
Nasik Road, Tal. & Dist. Nasik.

Hereinafter referred to as **'THE VENDORS/DEVELOPER'**.

(Which expression shall unless it be repugnant to the context or meaning thereof, mean & include the said Partnership Firm, its Partners, their heirs, legal representatives, executors) **OF THE FIRST PART.**

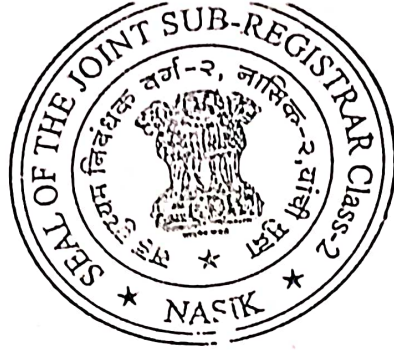
AND

SHRI. RAVINDRA AMBADAS PUNDE
Age : 26 Years, Occupation : Service, (PAN NO. ALBPP 8301 P)
R/O : Phadol Chawl, Subhash Road,
Nasik Road, Tal. & Dist. Nasik.

Hereinafter referred to as **"THE PURCHASERS"**.

(Which expression shall unless it be repugnant to the contexts, or meaning thereof, mean & include his heirs, legal representatives, executors, administrators & assigns) **OF THE OTHER PART.**

(1) **AND WHEREAS** Shri. Vardhamanlal Ramanlal Jain is absolutely seized & possessed the property and M/s. Advait Constructions through its Partners have acquired development rights of the land bearing Survey No. 26/3/2/2, out of the said survey number Plot No. 13 & 14 area admeasuring 232.79 Sq. Mtrs. & 249.00 Sq. Mtrs. respectively,



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situated at Village : **Deolali**, Tal. & Dist. Nashik, which is more particularly described in **SCHEDULE-I** hereunder written and hereinafter referred to as **"THE SAID PROPERTY"**.

(2) **AND WHEREAS** Vendors / Advait Constructions through it's partners are interested to develop the said property more particularly described in **SCHEDULE-I** hereunder as per the Development Agreement & Irrevocable General Power of Attorney Dated 30th December, 2005 and the said **Development Agreement & General Power of Attorney** are duly registered in the office of Joint Sub-Registrar, Class-II, Nashik-II, Nashik-Road office, registered at Sr. No. 964 & 965 and the name of the Vendor / Advait Constructions are recorded in the record of rights by Mutation Entry No. 19923 with the Talathi office.

(3) **AND WHEREAS** the said property is converted in Non Agricultural Use as per the Order of Collector of Nashik as per their Order No. Mah/Kaksha-3/Bin Sheti Prakaran No/361/1999. Dt. 09/03/2001.

(4) **AND WHEREAS** final layout of the said plot properties are approved and sanctioned by Asst. Director of Town Planning, Nashik Municipal Corporation vide their Letter No. NAGARRACHNA VIBHAG/FINAL/99/553 DT. 15/03/2003.

(5) **AND WHEREAS** the Vendors / Developer submitted Building plans Through previous owner Shri. Vardhaman Ramanlal Jain with respect to the said property and which are approved by the Nashik Municipal Corporation, Nashik, as per order No. LND/BP/11/2006 dated 13/4/2006.

(6) **AND WHEREAS** all the necessary development and betterment charges are paid by the Vendors / Advait Construction with respect to the said property.

(7) **AND WHEREAS** the title of the Vendors / Advait Constructions to the said property is free, clear, marketable & free from all the encumbrances and have every right to deal with & dispose off the said property as per their wish & desire.



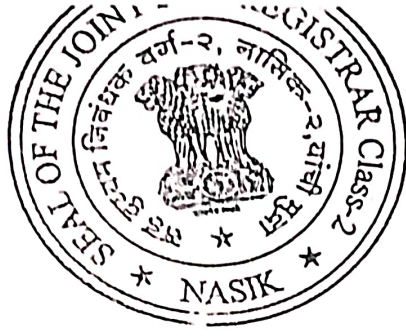
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Thousand Only) and the Purchaser shall pay the said consideration to the Vendors in the manner hereinafter appearing.

2) The agreement shall always be subject to the following restrictions to be followed, observed by each of Row House holder which includes the Purchaser herein, namely :-

- (i) The Row House holder shall not change the elevation of the Row House in any manner nor shall cause any difference in the said elevation.
- (ii) The Row House holder shall have to paint the Row House in the same manner and in the same nature as painted at the time of delivery. However if all the unit holders agree to change the said colour from outside then only the total colour scheme of the building shall be changed.
- (iii) The design of the compound wall shall not be changed.
- (iv) The holder of the Row House shall not be entitled to cause any additional structure in the front/side and rear marginal space without the prior permission from the Vendors and without approval of the same by the concerned local authority i.e. Nashik Municipal Corporation, Nashik.
- (v) The Row House holder shall be bound to share expenses for common maintenance as shown in ANNEXURE-C.
- (vi) The holder of each unit shall have to become member of Association or Company as may be formed by the Vendors of all the occupiers of the Row Houses in the said project and the units Row House holder shall have to sign all the application, affidavits & other documents as may be required for the said purpose.
- (vii) The Row House holder shall observe all other terms & conditions as contained herein after in this agreement.

3) The Vendors shall construct the Row Houses as per the plans approved by the concerned local authority and the specifications as annexed hereto and which are also approved by the Purchasers. If at all it is necessary to cause any modifications to the said plans as directed by the local authority for the Govt. with due intimation to the respective Purchasers including the one herein.



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4) The sale of the area includes the total plot area as described in the Second Schedule hereunder written together with constructed Row House. The **Built Up** area of Row House No. 06 shall be approximately 1138.40 Sq. ft. equivalent to 105.80 Sq. Mtrs. (Built area means carpet area plus 25% area of the carpet area and 50 % area of terrace).

5) The Purchaser agree to purchase the said premises at or for **Rs. 8,50,000/- (Rupees Eight Lakhs Fifty Thousand Only)** and the said consideration shall be paid in the manner herein after appearing.

Sr. No. Amount Particulars of Payment

- | | |
|-----------------------|--|
| 1. Rs. 3,00,000/- | Paid by Cheque No. 035991 Dt. 17/4/07 Bank of India |
| 2. Rs. 1,00,000/- | Paid by Cheque No. 035994 Dt. 5/6/07 Bank of India |
| 3. Rs. 4,15,000/- | Are to be paid within 01 month from the date of execution of this agreement by taking loan from any Bank &/or by way of purchasers own contribution. |
| Rs. 8,50,000/- | Total Consideration. |

The said consideration includes the following items, viz.

- M.S.E.B. meter & SLC charges.
- All expenses of Vat, Service Tax, stamp duty, engrossing and registration charges of this agreement and final conveyance.
- Special expenses as transformer etc. if it is required to be installed and demanded by M.S.E.B.
- Any special directions given by the local authority or concerned department for making compliance for electricity & water.
- Legal Charges & Apartment Declaration Charges.

6) The Purchaser agrees to pay the aforesaid sums on the due dates/stages without default, whether demanded formerly or not. The payment of the installments as per schedule above is the essence of the agreement and the sums mentioned in the stages is the conditions precedent for the continuance of this agreement.

7) The Vendors hereby agrees to observe, perform & to comply with all the terms & conditions stipulations & the restrictions, if any, which



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may have been imposed or may be imposed by the concerned local authority at the time of sanctioning the plans for construction of the building on the said property, till completion thereof. The Vendors shall obtain from the concerned local authorities, occupancy and/or completion certificate in respect of the said premises.

8) The Vendors does hereby declare and Purchaser does hereby further agree that :-

- (i) All the FSI of the said property shall be the property of the Vendors until the final conveyance of all the Purchasers.
- (ii) If in future the FSI increases or additional construction is allowable, the Vendors /Developer himself will be entitled to the said additional FSI, but the said additional FSI shall be used & enjoyed by the Vendors at any other place, and not on the property described in the **SCHEDULE-II** hereunder written.

9) The Purchaser agrees to pay the Vendors the interest at 21% per annum on all the amounts from the date/stage the amounts becomes due and payable by the Purchaser to the Vendors, as per this agreement. The payment of the interest by way of damages is the condition precedent for the acceptance of the delayed payment with interest shall at no time be treated as Waiver of the rights of Vendors to terminate this agreement.

10) The Purchaser on committing default in payment of the amount, on due dates or stages of any amount becoming due and payable by the Purchaser to the Vendors under this agreement including interest accrued, if any (including the proportionate share of taxes levied by the concerned local authority & other out goings, or any other expenses) or upon the Purchaser committing breach any of the terms & conditions herein contained, the Vendors is entitled to terminate this agreement at his options.

PROVIDED ALWAYS that the power of termination herein above contained shall not be exercised by the Vendors, unless & until the Vendors has given to the Purchaser 15 days prior notice in writing (the notice being sent by Registered Post Acknowledgement due or by Under Certificate of Posting or being served personally) upon the Purchaser of



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his intention to terminate this agreement and intimating the specific breaches of the terms & conditions in respect of which the agreement is to be terminated and default is made by the Purchaser in remedying such breach of or breaches within the specified period after giving of such notice.

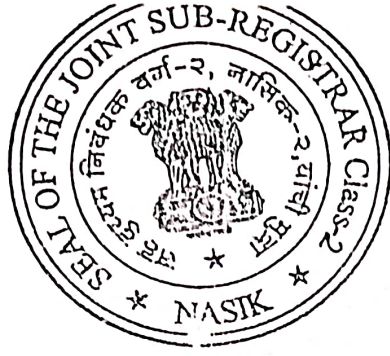
PROVIDED FURTHER that upon terminating to this agreement, as aforesaid, the Vendors there upon shall be at liberty to dispose off or to sale the said premises to such persons as the Vendors may in his absolute discretion things fit. Upon termination of this agreement the Purchaser shall immediately hand over the documents received by him/her from the Vendors and further agrees to register the Cancellation Deed. Cancellation of the document & returning of the documents by the Purchaser to the Vendors shall be simultaneous.

11) The Vendors expects delivery of the possession of the premises by or about April 2007 if the work is not held up, stopped or suspended for any reasons, including the following.

PROVIDED THAT the Vendors shall be entitled to reasonable extension of the time for giving the delivery of the said premises to the Purchaser later than the aforesaid date, if the completion of the construction of the building is delayed on account of :

- i) Non availability of steel, cement, electricity supply, water supply, or any other building materials.
- ii) War, Civil commotions, or Act of God; or
- iii) Any notice, order, rule, notification of Govt. and/or Public or Competent Authority; or
- iv) Any circumstances of acts beyond the control of the Vendors, such as injunction or prohibitory orders;
- v) That all the purchasers abide their time schedule to make payment of their respective premises.

PROVIDED ALWAYS that if during the period of construction the market price is more than the market price applicable as on date, the Purchaser shall be bound to pay the said escalated price of the building material.



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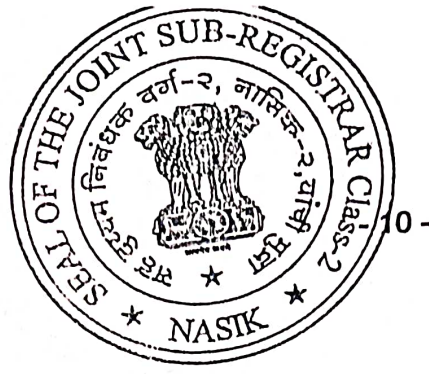
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12) The Purchaser shall receive actual possession of the said premises on payment of all the sums to be paid under this Agreement to the Vendors which include consideration amount and all kinds of expenses agreed by this Agreement. The delivery of possession shall be at the time of conveyance only. If the sums to be paid by the Purchaser remain unpaid on demand, the Vendors shall terminate and cancel this agreement as provided herein above.

13) The Purchaser shall use the said premises or permit the same to be used for the purpose of **Residential Use Only** subject to the terms and conditions of this Agreement and of the Completion Certificate.

14) The Purchaser, along with other Purchasers, agrees to join in forming and registering the Association or Limited Company. The Purchaser has given his consent to name the said project as "**SUMUKH ROW HOUSES**".

11) The Purchaser agrees and undertakes to sign and execute from time to time the applications, affidavits for formation and registration and/or membership and other papers and documents necessary for the formation and registration of the Association and fully fill in, sign and return to the Vendors within 15 days from the date being forwarded by the Vendors to the registration of the Association or Company as the case may be, of the Purchaser, as per relevant provisions. The Purchaser shall give his consent, if any change or the modification are made in the draft rules, bye-laws of the Memorandum and/or Articles of Association as may be required by the Registrar of the Co-operative Societies or may be required by the Registrar Companies, as the case may be, or any other Competent Authority. The Purchaser also gives his consent for provision of the rules and bye-laws being included for the protection of the rights of the Vendors for the unsold premises, right of increased F.S.I. The Purchaser agrees to pay his share of proportionate expenses for the formation and registration of the Association or the Limited Company and the documents to be prepared thereunder, as and when demanded by the Vendors.



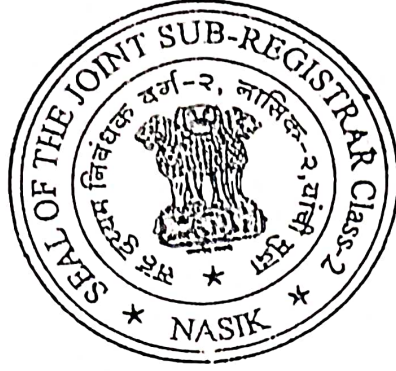
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12) It is further agreed by and between the parties that the Vendors shall form Company of Association of apartment after sale of all units likely to be constructed upon the said property. The Purchaser shall not call upon the Vendors to complete the said formality before all the units are sold. It is, therefore, agreed that if sale of the said premises is completed before formation of such Company or Association of Apartment, in no case it shall effect the rights of the Vendors in respect of construction of other premises, plot of the said property and also sale of the constructed premises. The purchaser shall not at any time obstruct the Vendors from carrying out, further construction of the premises. Even after sale of the said premises, individual to the purchaser, it shall always be treated as irrevocable consent by the Purchaser to the Vendors for completing his scheme by getting further necessary sanctions, permissions etc.

13) The Purchaser shall deposit with the Vendors the sums as and when demanded within seven days from the date of the demand, for conveyance for stamps, engrossing, typing etc. and registration charges. If the default is committed in making payment of the said sums, it shall be treated as breach of the agreement which entitles the Vendors to terminate this agreement as provided herein.

18) The Purchaser himself/herself with an intention to bring all the persons into whatsoever hands the said premises may come and also for the benefits of the Purchaser or other premises, doth hereby covenant with the Vendors as follows :-

- a) To maintain the said premises at the Purchaser's own sold costs in good tenable repairs and condition from the date of the possession of the said premises is taken and shall not do or suffer to be done, anything in or to the said premises in which the said premises is situated nor change, alter or make any addition to or in the premises in which the said premises is situated and/or any part thereof.
- b) Not to store any goods which are hazardous, combustible, dangerous in nature or are so as to damage the construction or



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structure of the said premises or storing of which goods is objected by the concerned local authority or the public authority in that behalf.

- c) To carry at his own costs all internal repairs to the said premises and maintain the same in good condition, state and order in which it was delivered by the Vendors to the Purchaser and shall not do or suffer to be done anything in or to the said premises and carry out all the instructions, as may be given by the concerned local authority under the rules and regulations and bye-laws thereof. And in the event the Purchaser committing any act in contravention of the above, the Purchaser shall alone be responsible and liable for the consequences thereof to the concerned local authority and/or other authorities.
- d) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made by additions or alterations of whatsoever nature in or to the said premises or any part thereof nor any alteration or elevation and modifications to the outside colour scheme of the said premises and shall keep the portions, sewers, drains, pipes in the said premises situate and shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members of the said premises without written permission of the Vendors and/or the Association or Company as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises or any part thereof or whereby increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land, open space etc.
- g) To pay to the Vendors the amounts within 7 days from the demand by the Vendors, Purchaser's own share of security deposit, maintenance charges, etc. as and when demanded by the concerned local authority or the Government.
- h) To bear and pay any increase in the local taxes, water charges, electricity charges, the insurance and such other levies, if any,

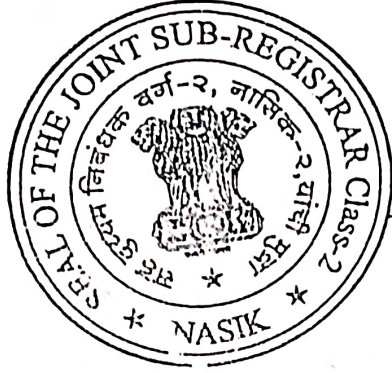


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which are imposed by the concerned local authority and/or public authority or government authority on account of change of user of the said premises by the purchaser viz. User for the purpose other than residence.

- i) The Purchaser shall not let, sublet, assign or transfer or part with the Purchaser's interest or benefit factor of this agreement or part with the possession of the said premises until all the dues payable by the said Purchaser to the Vendors under the present transaction are fully paid up and only if the Purchaser has not been guilty of breach or breaches of or non observance of any of the terms and conditions of the present agreement and until the Purchaser has intimated in writing to the Vendors.
- j) The Purchaser shall observe and perform all the rules and regulations which the Association or the Ltd. Company may adopt in its inception and the additions, alterations or amendments thereof, that may be made from time to time for the protection and maintenance of the said building and the said premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association or the Limited Company regarding the occupation and use of the said premises in the building and shall pay the contribution regularly and punctually towards the taxes, expenses and the other out goings in accordance with the terms and conditions of this Agreement.
- k) Till the conveyance of the total project in which the said premises is situated is executed, the Purchaser shall permit the Vendors and/or their surveyors, agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or scheme or any part thereof in or upon the said with a view to examine the state and the condition thereof.
- l) The Purchaser shall not use the said premises for the industrial manufacturing purpose, workshops, auto garages, flour mill, printing press and/or liquor shops or any other immoral or illegal



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purpose, whether the premises agreed to be sold are residential or the commercial one.

- m) The purchaser shall not create any sort of nuisance or annoyance in the said premises to the adjoining occupiers in the said building nor shall use the said premises as to cause vibrations to the said building.
- n) Not to open additional windows, doors, air holes permitted in writing by the Vendors or the Association or the Company etc.
- o) Not to use the terraces for drying clothes or to have any use such as washing clothes etc.
- p) Not to store any articles in passages, marginal spaces so also not to erect any temporary or permanent structures in any premises including the marginal spaces.
- q) Not to paint the premises by different colour from outside.
- r) Not to put up sign boards, name boards at any places, than as provided to the said premises or to erect such boards and partitions thereof.

19) Nothing contained in this Agreement is intended to be nor shall the same be construed as a grant demise or the assignment in law of the said premises or any part thereof or of the said building or plot or any part thereof unless all payments of amount are made by the Purchaser and conveyance is executed.

The Vendors have first and paramount lien and charge on the said premises in respect of the amounts not paid by the Purchaser under the terms and conditions of this agreement.

20) The Vendors shall be at liberty to sale, assign, transfer or otherwise deal with or dispose off the rights, title, interest in the said plot and building subject to protection of rights of Purchaser in respect of the said premises.

21) If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Vendors any part of the amount due and payable to him by the Purchaser, under the terms and conditions as contemplated herein (whether before or after the delivery of possession of the said premises)



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within the time limit specified or if the Purchaser shall to any other manner fail to perform or observe the covenants and stipulations herein contained or referred to the Vendors is entitled to re-enter upon the resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Vendors entry on the said premises, as aforesaid all the rights, title and interest of the Purchaser to the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection as trespasser.

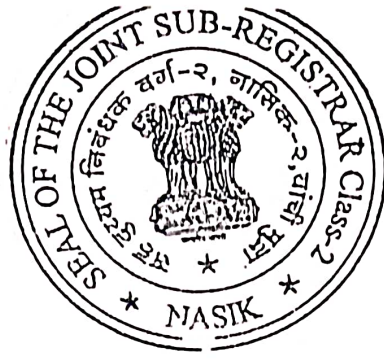
22) If the Purchaser is desirous to obtain loan from any Corporation or financial institution then it will be the liability of the Purchaser alone to make the same and also to bear all the expenses for additional copies of plans, agreements, certificates and the property described in **Schedule-II** to be purchased by the Purchaser shall only be encumbered with liability of such loan.

23) The Purchaser hereby covenants with the Vendors to observe and perform all the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against any payment and non observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Vendors.

24) Any delay tolerated or the indulgence shown by the Vendors in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Vendors shall not be construed as a Waiver on the part of the Vendors of the breach or non compliance of the terms and conditions of this agreement by the Purchaser, nor shall be the same in any manner prejudice to the rights of Vendors to terminate this Agreement.

25) The Purchaser shall present this agreement as well as the conveyance deed to the proper Registration Officer for registration within the time limit prescribed in the Registration Act and the Vendors shall attend such office and admit the execution thereof.

26) All the notices to be served on the Purchaser will be treated as duly served, if sent to the Purchaser by the Vendors by Registered Post



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Acknowledgement Due or Under Certificate of Posting or by Hand Delivery, at the following address :

Any change of the Purchaser's Address should be informed to the Vendors immediately. Till then the address given will be treated as correct address.

27) The parties hereto admit that this Agreement is not between the employer and employees. This agreement is in respect of complete construction of the premises though the price is to be received by installments. The Purchaser admits that the Vendors is not contractor appointed by the Purchaser. The specifications are prepared by the Vendors and accepted by the Purchaser. The Purchaser admits that the Vendor has already commenced the work of construction of the building as per the specifications.

28) The Purchaser agrees that if the construction could not be completed within the specified time on account of act beyond the control of the Vendors, then the Purchaser hereby agrees and undertakes to pay the following amounts, viz.

- i) The difference on account of the escalated price of the building materials and the labour charges and decision thereof will be given by the Architect of the Vendors or by the Vendors.
- ii) The additional taxes or new taxes imposed by the Central Government, State Government or any authority on this transaction.
- iii) The Additional expenses if any required to be incurred by the Vendors for installing any additional machinery, equipments etc.

29) This Agreement always shall be subject to the provisions of Maharashtra Apartments Ownership Act (Maharashtra Act No. XV) and the rules made thereunder.

SCHEDULE-I OF THE SAID PROPERTY LAND

ALL THAT piece and parcel of Non Agricultural / Residential Plots of land, more particularly described herein below, situated at **Village DEOLALI**, within the limits of Municipal Corporation, Urban



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Agglomeration, Registration and Sub-Registration Tal. & Dist. Nashik,
and the details are under :-

S. No. /Hissa No.	Plot No.	Area (Sq. Mtrs.)	Assessment (Rs. Ps.)
26/3/2/2	13	232.79	0.08
26/3/2/2	14	249.00	0.09

Commonly bounded as under :-

- East : Plot No. 12.
West : 12 Mtrs. Wide Colony Road.
South : Land out of S.No. 26/3/3.
North : 6 Mtrs. Wide Colony Road.

ALL the said pot properties together with existing rights of easements, access, ways, common roads, open spaces with right of ownership.

SCHEDULE-II OF THE SAID ROW HOUSE PREMISES

All that piece and parcel of the Construction known as Sumukh Row Houses bearing Row House No. 06, on Ground Floor + First Floor area admeasuring 1138.40 Sq. Fts. Built Up area, i.e. 105.80 Sq. Mtrs. constructed upon the property described in Schedule -I herein above and the exclusive right for rear, front marginal space which bounded as shown below :-

- On or Towards East : Adj. Plot No. 12
On or Towards West : Row House No. 3
On or Towards South : Adj. Plot
On or Towards North : Row House No. 1

The said premises together with exclusive right to use front and the rear side open marginal spaces etc.

ANNEXURE -B

SPECIFICATIONS REFERRED TO THE ABOVE ROW HOUSE

1. R.C.C. frame structure in accordance with design and specifications of R.C.C. Consultant.
2. Wall shall be 6" thick. Brick masonry externally and 4" thick brick masonry internally.



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3. External surface of wall shall have sand faced cement plaster and internal surface shall have neeru finished cement plaster.
4. **DOORS :** The main door frame shall have adequate section of "Maleshian" or equivalent quality of wood and concrete frames for Rooms, Toilet, Bath & W.C.
 - a) Main door shall have one side laminet and one side enamel painted water proof flush shutter with brass fittings.
 - b) Room doors shall have commercial plywood flush shutter with M.S. hinges, aluminium fittings and finished with enamel paint.
 - c) Bath, W.C., Toilet and terrace doors shall have water proof flush shutter with M.S. hinges, aluminium fittings and finished with enamel paint.
5. **WINDOWS :**
Shall have adequate Section of M.S. Pipe, frame & "Z" Section shutters with Safety Grill and 3mm thick "bajari" glass pans, finished with enamel paint.
6. **FLOORING :**
 - a) All rooms, terrace and passage shall have 10" x 10" grey cement based marble mosaic tiles flooring with 3" Cuddappa Skirting.
 - b) Staircase shall have cuddappa treads, landing shall have marble mosaic tiles and risers shall be finished with cement Plaster.
 - c) Bathroom, W.C. and Toilet shall have Ceramic Glazed Tiles flooring. Bathroom and Toilet shall have Glaze Tiles Dado upto door height and W.C. shall have glazed tiles dado upto 2'-0".
 - d) Kitchen Platform shall be 7'-0" long and 2'-3" wide of Cuddappa worktop including sink, cuddappa shelf below the Platform and 2'-0" ht. Glazed tiles dado.
7. **PLUMBING & SANITATION :**
All water supply pipes shall be P.V.C. & G.I. pipes with C.P. Taps and Drainage pipes shall be A.C. Pipes of adequate sizes.
 - a) Bathroom shall have one Bib Cock, three stop cocks, one overhead shower with concealed pipe lines,
 - b) W.C. shall have orissa pan with one bib cock & P.V.C. Flushing cystem.



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- c) Toilet shall have Two Bib Cocks, three stop cocks, one Overhead shower, connection for Geysers and European Commode with P.V.C. Flushing System.
- d) Wash basin with Pillar tap and all fittings.
- e) Kitchen shall have one bib cock.
- f) Overhead Water Storage Tank of 500 Ltrs. P.V.C. Tank.
- g) Water meter for Nasik Corporation Water supply.
8. **ELECTRICAL WORK :**
All electrical wiring shall have copper wire with P.V.C. casing and capping.
- a) Living Room – Doorbell, Two Light Points, One Fan Point and Two Plug Points.
- b) Bed Rooms – Two Light Points, One Fan Point and one Plug Point.
- c) Kitchen – One Light Point, One Fan Point, One Plug Point and one Power Point.
- d) W.C. – One Light Point.
- e) Bath / Toilet – One Light Point & One Power Point.
- f) Passage & Terrace – One Light Point each.
9. External surface of walls shall be finished with two coats of Cement paint and internal surfaces shall be finished with two coats of colour wash.
10. Boundary wall shall be of 6" thick brick masonry upto Plinth level with Plaster and 2'-6" ht. Chain linking fencing with M.S. Angles.

ANNEXURE 'C'

**COMMON EXPENDITURE TO BE PAID BY THE OCCUPANTS
IN THE SCHEME
"SUMUKH ROW HOUSES".**

1. Sweeper charges.
2. Watchman charges.
3. Account charges.
4. Revenue Charges / Service Tax / Vat.
5. Audit charges and fees, if necessary.



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6. Maintenance charges.
7. N. A. Tax.
8. Septic Tank.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first herein above mentioned.

SIGNED, SEALED & DELIVERED]
BY WITHINNAMED DEVELOPER]
VARDHAMAN RAMANLAL JAIN]
THROUGH IT'S PARTNER]
ADVAIT CONSTRUCTIONS]
THROUGH ITS PARTNER]
SHRI. YOGESH ASHOK THATTE]

Y. Thatte

SIGNED, SEALED & DELIVERED]
BY WITHINNAMED PURCHASER]
SHRI. RAVINDRA AMBADAS PUNDE]

R. Punde

WITNESSES:


1. *[Signature]*
2. *[Signature]*




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दस्त क्र. (३८८९) २००७
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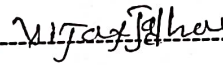
6. Maintenance charges.
7. N. A. Tax.
8. Septic Tank.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first herein above mentioned.

SIGNED, SEALED & DELIVERED]
BY WITHIN NAMED DEVELOPER]
VARDHAMAN RAMANLAL JAIN]
THROUGH IT'S PARTNER]
ADVAIT CONSTRUCTIONS]
THROUGH ITS PARTNER]
SHRI. YOGESH ASHOK THATTE] 

SIGNED, SEALED & DELIVERED]
BY WITHIN NAMED PURCHASER]
SHRI. RAVINDRA AMBADAS PUNDE] 

WITNESSES:

1. 
2. 



दस्त क्र. (2006) 2009

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NASHIK MUNICIPAL CORPORATION

NO.: LND / BPI / 11 / 2006 7520

OFFICE OF NASHIK MUNICIPAL CORPORATION

DATE: 13/04/2006

SANCTION OF BUILDING PERMIT AND

COMMENCEMENT CERTIFICATE

Shri. Vardhaman R. Jain through G.P.A. Holder

TO: Advait Construction, Through its Partners Shri-Yogesh & Chitra
Thatte.

C/o - Archi Nitendra Joshi.

Sub: Sanction of Building Permit & Commencement Certificate in Plot No. ~~06~~ 13+14

S. No. 26/3/2/2 OF Dookali Village of Shiwar

Ref.: Your Application & Plan dated 06/3/2006 Inward No. 525

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 entitle 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.
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.]



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7. This permission is valid upto plinth level only. 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 superstructure.
8. The building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land (Ceiling & Regulation) Act, 1976. In case a statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.
9. The drains shall be lined out & covered up properly to the satisfaction of Municipal Authority of Nashik Municipal Corporation.

The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity self cleaning velocity.

In case if there is no Municipal drain within 50 meters should be connected to a soak pit to be provided by the owner.
10. The balconies, ottas & varandas should not be enclosed and merged into adjoining room or rooms unless they are counted into built up area of FSI calculation as given on the building plan. If the balcony ottas & varandas are covered or merged into adjoining room the construction shall be treated as unauthorised and action shall be taken.
11. At least FIVE trees should be planted around the building in the open space of the plot. Completion certificate shall not be granted if trees are not planted in the plot as provided under section 19 of the Preservation of Tree Act 1975.
12. The construction work should be strictly carried out in accordance with the sanctioned Plan enclosed herewith.
13. Copy of approval plan should be kept on site so as facilitate the inspection of the site by Municipal Corporation's staff from time to time and necessary information in respect of construction work should be furnished whenever required by the undersigned.
14. Stacking of building material debris on public road is strictly prohibited. If building Material of debris is found on public road the same will be removed by the Authority and cost incurred in the removal of such material shall be recovered from the owner.
15. All the conditions should be strictly observed and breach of any of the conditions will be dealt with in accordance with the provision of Maharashtra Regional & Town Planning Act, 1966 and Bombay Provincial Municipal Corporation Act, 1949.
16. Nashik Municipal Corporation will not supply water, electricity, road etc. which will be provided by the applicant Colony /Society etc. on their own accord as per the specifications of N.M.C. Applicant should make necessary arrangement for water supply as per the undertaking given. Similarly street lights will not be provided by Municipal Corporation till Electric supply Mains of M.S.E.B. is available at site.
17. There is no objection to obtain electricity connection for construction purpose from M.S.E.B.
18. N. A. order No 361/09 dated 9/3/01 submitted with the applicant
19. Adequate space from the plot u/r should be reserved for transformer in consultation with M.S.E.B. Office before actually commencing the proposed Construction. Also trench should be constructed from M.S.E.B. transformer to Metercom.