

हर भारतीय का बैंक
The banker to every Indian

(Notice to Borrower)



2782

RN090284382IH IVR:827709028
RL INDUSTRIAL ESTATE S.O (NASHIK) (422009)
Counter No:1,18/04/2024,11:11
To:SURHADA SANJA,WADALA PATHARDI
PIN:422009, Cidco Colony S.O (Nashik)
From:SBI,RACPC NASHIK
Wt:25gms Ack Fee:3.00,REG=17.0
Amt:35.40(Cash)Tax:5.40
<Track on www.indiapost.gov.in>
<Dial 18002664848> (Near Nashik - State Capital)

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To,
Mrs. Subhada Sanjay Ahire & Mr. Sanjay Shivajirao Ahire
Flat No- 03, Shree Kunj Apartment,
Plot No- 02, Survey No- 889/4/2,
Near Church, Wadala Pathardi Road,
Indira Nagar, Nashik-422009.
Mobile No. 9421421419/ 9422763731

Home Loan A/C No. 34436537572 Suraksha A/C No- 34437954903

SUB: Notice u/s 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter called 'Act')

Dear Sir(s),

1. At your request, you have been granted by the Bank, through its Old A/C No. (01469) from time to time, various credit facilities by way of financial assistance against various assets creating security interest in favour of the Bank. The relevant details of the said credit facilities and the security agreement(s)/document(s) executed in connection with the financial assistance with an undertaking for repayment of the said facilities are stated in Schedule 'A' and 'B' respectively excluding pledge of movables in terms of the said agreement(s)/document(s).
2. You have also created mortgage by way of deposit of title deeds/ Registered documents creating security interest in favour of the Bank. The documents relating to the same are also stated in Schedule 'B'.
3. The relevant particulars of the secured assets are specifically stated in Schedule 'A'.
4. You have also acknowledged subsistence of the liability in respect of the said facilities by executing confirmation of balances and revival letters and conduct of the above facilities from time to time. The operation of and conduct of the above

HNM:

State Bank of India
WADALA ROAD NASIK Branch



हर भारतीय का बैंक
The banker to every Indian

(Notice to Borrower)

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RL INDUSTRIAL ESTATE S.O (NASHIK) (422009)
Counter No:1,18/04/2024,11:11
To:SUBHADA SANJAY WADALA PATHARDI
PIN:422009, Cidco Colony S.O (Nashik)
From:SBI,RACPC NASHIK
Amt:25gms Ack Fee:3.00,REG=17.0
Ant:35.40(Cash)Tax:5.40
<Track on www.indiapost.gov.in>
<Dial 18002664869> (Near Nashik City Office)

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तीय स्टेट बैंक
ATE BAN

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Pla
Date

To,
Mrs. Subhada Sanjay Ahire & Mr. Sanjay Shivajirao Ahire
Flat No- 03, Shree Kunj Apartment,
Plot No- 02, Survey No- 889/4/2,
Near Church, Wadala Pathardi Road,
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Home Loan A/C No. 34436537572 Suraksha A/C No- 34437954903

SUB: Notice u/s 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter called 'Act')

Dear Sir(s),

1. At your request, you have been granted by the Bank, through its Old Agreement (01469) from time to time, various credit facilities by way of financial assistance secured by various assets creating security interest in favour of the Bank. The relevant details of the said credit facilities and the security agreement(s)/document(s) executed in connection with the financial assistance with an undertaking for repayment of the said financial assistance are stated in Schedule 'A' and 'B' respectively excluding pledge of movables. The details of the financial assistance are also stated in Schedule 'A' and 'B' respectively.
2. You have also created mortgage by way of deposit of title deeds/ Registered documents creating security interest in favour of the Bank. The documents relating to the same are also stated in Schedule 'B'.
3. The relevant particulars of the secured assets are specifically stated in Schedule 'A' and 'B'.
4. You have also acknowledged subsistence of the liability in respect of the said credit facilities by executing confirmation of balances and revival letters and documents from time to time. The operation of and conduct of the above facilities have become irregular and the debt has been c

... (said Act) & Reconstruction Officer of State Bank of India RACPC Nashik
 13(2) of the Borrowers, in exercise of powers conferred under Section 13(12) read with Rule
 in the said Notices together with the following borrowers to pay the aggregate amounts under section
 costs, charges incurred and to be incurred thereon at contractual rate and incidental expenses,
 names. The relevant details are as under:-

... U. Patel Road,
 Tel. 0253-2223006 Fax-2501361

| Sr. No. | Name of the borrower, the case may be | Outstanding (Rs.) & as on Date | Date Of Demand Notice | Date Of Possession | Description of Immovable Properties |
|---------|---|---|-----------------------|--------------------|---|
| 1 | Mrs. Subhada Sanjay Ahire & Mr. Sanjay Shivajirao Ahire A/c. No. 34436537572 | Rs. 22,29,865/- As on 06/04/2018 +intrest | 06/04/2018 | 19/06/2019 | Flat No. 3, Shreeji Kunj Apartment, 2 nd floor, Plot No.2, S. No. 889/4/2, Nashik Shiwar, Wadala Pathardi Road, Near Church, Indira Nagar, Nashik 422 009 |
| 2 | Mr. Rajesh Vitthal Sonawane A/c. No. 32756390413 | Rs. 7,88,187/- As on 15/02/2017 +intrest | 15/02/2017 | 19/06/2019 | Flat No. 6, Shree Apartment, Pragati Nagar, S.No.70/5-3+4+5+6+8+9, Plot No. 114, Pawar Wadi Road, Dasak, Jail Road, Nashik Road, Nashik - 422 101 |
| 3 | Mr. Nishikant Vishwanath Patil A/c. No. 32089972635 | Rs. 10,99,275/- As on 18/08/2018 +intrest | 18/08/2018 | 25/06/2019 | Flat No. 304, E' Wing, Sonchafa, Comfort Zone, S. No. 273(1+2)/3, Near Talathi Office, Ambad, Nashik 422009 |

... borrowers having failed to repay the amounts, notice is hereby given to the borrowers in
 particular & to the public in general that the undersigned has taken Symbolic possession of the
 properties described above in exercise of powers conferred on him under section 13(4) of the
 said Act, calling upon the dates mentioned herein above in particular against the name of the
 respective borrowers. The borrowers mentioned above in particular and the name of the
 secured assets. The borrowers hereby cautioned not to deal with the properties and any dealing with the public in
 subject to the charge of State Bank of India RACPC Nashik Branch for amounts mentioned
 against the respective properties together with interest thereon at contractual rates mentioned
 in the said Notices together with the following borrowers to pay the aggregate amounts under section
 13(2) of the Borrowers, in exercise of powers conferred under Section 13(12) read with Rule
 in the said Notices together with the following borrowers to pay the aggregate amounts under section
 costs, charges incurred and to be incurred thereon at contractual rate and incidental expenses,
 names. The relevant details are as under:-

माधव त्र्यंबक कुलकर्णी

ओ-११, रंगठा रेसिडेन्सी, वेभव कॉलनी,
राजीव नगर, नाशिक. ☎: २३७०४२७
मो. ९४२०८९९९४० / ९७६७६५००८

MR. SANJAY SHIVAJIRAO AHIRE

&

MRS. SUBHADA SANJAY AHIRE

FLAT NO.03

BUILT UP AREA OF 97.54 SQ.MTRS.

"SHREEJI KUNJ APARTMENT"

AGREEMENT FOR SALE

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~~उपायली अमरुसो~~



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पावती

Original/Duplicate

Friday, September 26, 2014

नोंदणी क्रं. :39म

5:11 PM

Regn.:39M

पावती क्रं.: 7044 दिनांक: 26/09/2014

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-6596-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: संजय शिवाजीराव अहिरे

नोंदणी फी

रु. 27000.00

दस्त हाताळणी फी

रु. 400.00

पृष्ठांची संख्या: 20

एकूण:

रु. 27400.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-2 व सीडी अंदाजे 5:24 PM ह्या वेळेस मिळेल
Joint Sub Registrar Nashik

सह दुय्यम निबंधक वर्ग - 2
मोब. 9820000000

वाजार मुल्य: रु.2623900/-

भरलेले मुद्रांक शुल्क : रु. 162000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.27000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003063229201415E दिनांक: 26/09/2014

वैकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 400/-

मुळदस्त, सि.डी. व स्कॅन्ड प्रिंट परत केला.



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Original/Duplicate

Friday, 26 September 2014
5:44 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 7048 दिनांक: 26/09/2014

गावाचे नाव: -नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-6596-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: संजय शिवाजीराव अहिरे
वर्णन

दस्त हाताळणी फी

रु. 60.00

पृष्ठांची संख्या: 3

एकूण:

रु. 60.00

Joint Sub Registrar Nashik

1); देयकाचा प्रकार: By Cash रक्कम: रु 60/-

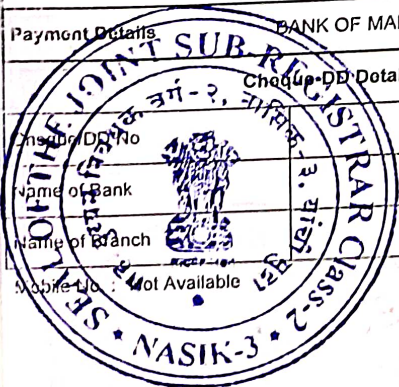


CHALLAN
MTR Form Number-6

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|----------------------------|---|---------------|--|---------------------------|---|--------------------------|---------|-----------|---|---|
| GRN | MH003063229201415E | BARCODE | | | Date | 20/09/2014-13:57:44 | Form ID | 25.2 | | |
| Department | Inspector General Of Registration | | | Payor Details | | | | | | |
| Type of Payment | Registration Fees Ordinary Collections IGR | | | TAX ID (If Any) | | | | | | |
| Office Name | NSK3_NASHIK 3 JOINT SUB REGISTRAR | | | PAN No. (If Applicable) | | | | | | |
| Location | NASHIK | | | Full Name | SANJAY SHIVAJIRAO AHIRE | | | | | |
| Year | 2014-2015 One Time | | | Flat/Block No. | S.No. 889/4/2 Plt No. 02 | | | | | |
| Account Head Details | | Amount In Rs. | | Promises/Building | | | | | | |
| 00300E3301 Amount of Tax | | 27000.00 | | Road/Stroot | Flat No. 03 Area 97.54 sq.mtrs. | | | | | |
| | | | | Area/Locality | SHREEJI KUNJ APARTMENT NASHIK | | | | | |
| | | | | Town/City/District | | | | | | |
| | | | | PIN | 4 | 2 | 2 | 0 | 0 | 9 |
| | | | | Remarks (If Any) | PAN2--PN=KRRISH CONSTRUCTION-CA=270 0000 | | | | | |
| | | | | Amount In | Twenty Seven Thousand Rupoes Only | | | | | |
| Total | | 27000.00 | | Words | | | | | | |
| Payment Details | | | | FOR USE IN RECEIVING BANK | | | | | | |
| BANK OF MAHARASHTRA | | | | Bank CIN | REF No. | 02300042014092686396 | | 195791740 | | |
| Cheque/DD Details | | | | Date | | 26/09/2014-13:58:30 | | | | |
| Name of Bank | | | | Bank-Branch | | BANK OF MAHARASHTRA | | | | |
| Name of Branch | | | | Scroll No. , Date | | Not Verified with Scroll | | | | |
| Mobile No. : Not Available | | | | | | | | | | |

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(Signature)

(Signature)

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| दस्ता नं. (२५६६/२०१४) |
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AND WHEREAS the Vendors have commenced with the work of construction and specifications thereof are hereto attached and marked as Annexure here in under.

AND WHEREAS the Vendors have entered into a standard agreement with Architect registered with the Council of Architects and the Vendors have appointed a Structural Engineer for the preparation of the Structural design and drawings of the building and the Vendors shall accept the professional supervision of the Architects and the Structural Engineer till the completion of the building.

AND WHEREAS the plans and specifications are displayed for inspection at the site and also in the office of the Vendors;

AND WHEREAS the Vendors are executing the agreements of like nature with other Purchasers of the other constructed premises;

AND WHEREAS the Purchaser with an intention to purchase **Flat No. 03** demanded inspection of the documents hereinabove including the agreement of sale, Possession receipt and agreement with Architects, approved plans permissions etc. and the Purchaser is satisfied about the title of the Vendors rights of the Vendors to develop the said plot and to sell the constructed areas, and the Purchaser admits to have received the copies of the following documents viz. : (1) Copy of Sale Deed (2) Copy of Commencement Certificate and the approved plans (3) Title Certificate (4) Copy of the plan of premises mentioned in the schedule II hereunder written and as the Purchaser admits to have received the copies thereof, which are not annexed to this Agreement.

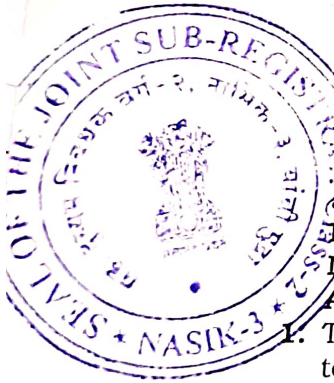
AND WHEREAS the Vendors undertake to comply with all terms and conditions of sanction orders and get the renewal thereof as and when required;

AND WHEREAS the Purchaser wants to purchase the constructed premises bearing **Flat No.03** more particularly described in the Second Schedule of this Agreement and hereinafter referred to as the "Said Premises" for the sake of brevity and the Purchaser has approved the specifications for the construction as proposed by the Vendors;

AND WHEREAS the price of the said premises is fixed at **Rs.27,00,000/- (Rs. TWENTY SEVEN LACK ONLY) excluding** all costs and expenses for Stamp, registration and engrossing of this agreement, charges for electric supply which are to be borne by the **Purchaser.**

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

1. The Vendors shall construct the building on the said plots according to the plans, designs approved by the concerned Local Authority, and the specifications annexed hereto with such variations and modifications as the Vendors may consider necessary or as may be required by the concerned Local Authority or the Government to be made and the Purchaser has given **their** irrevocable consent to such variations and modifications, if they are not affecting **their** premises substantially and it shall be treated and considered as consent by the Purchaser in writing.
2. The said price of the said premises is on built up area basis and area of the said premises is calculated as per the plans presented and presently approved by the Authority. The carpet area shall be in clear dimensions from un finished wall to un finished wall [brick to brick] including all the areas in the said premises, balcony, otta, Cupboards internal passages, etc. No deduction shall be made for structural



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members of the building like columns, beams, shafts, skirting, dados in the premises, shelves in the walls at floor level shall be considered as full dimensions for carpet area measurement. The Purchaser is satisfied about the conversion and has no complaint about the said.

3. The Purchaser has agrees to purchase the said premises and the Vendors have agreed to sell the said premises at or for **Rs.27,00,000/- (Rs. TWENTY SEVEN LACK ONLY)** having Flat built-up area **1050.00** sq.ft. Equivalent to **97.54 Sq.mtrs** approximately
4. The Purchaser have paid amount of **Rs.2,00,000/- (Rs. TWO LACK ONLY) AS TOKAN AMOUNT TO THE VENDOR BEFOR EXECUTION OF THIS AGREEMENT IN FOLLOWIUNG MANNERS**

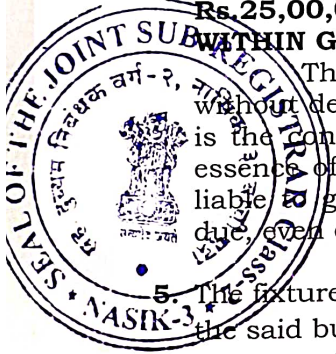
| AMOUNT | PARTICULATES |
|------------|---|
| 1,00,000/- | Rs. One lack only by cheque no.025072 by dated 25/08/2014 central bank of India |
| 1,00,000/- | Rs. One lack only by cheque no.025076 by dated 25/09/2014 central bank of India |

2,00,000/- Rs two lack only

The purchaser further agrees to pay the remaining amount of **Rs 25,00,000/- (Rs. TWENTY FIVE LACK ONLY) TO THE VENDOR WITHIN GIVEN TIME PERIOD TO THE VENDORS.**

The Purchaser agree to pay the aforesaid sum on due date without defaults. The payment of the instalments as scheduled above is the condition precedent for the continuance of agreement and is essence of the agreement between the parties. The Vendors are not liable to give any intimation or notice of the instalments becoming due, even oral / telephonic demand is sufficient.

5. The fixtures, fittings & amenities to be provided by the Vendors in the said building and the premises are those that are set out in annexure hereto. The Purchaser shall pay the said amounts as and when demanded by the VENDOR. The Vendors hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Local Authority at the time of sanctioning of the said plans or thereafter.
6. The Vendors declare that the F.S.I. available for the construction is in the ratio of 1:1 for the said property. The Vendors have utilities the total available F.S.I. of the said property In addition to that the Vendors have additional **F.S.I. of 240 sq. mtrs.** By availing T.D.R. facility of other property in the Construction of the said property.
7. The Vendors hereby declare and the Purchaser herein by agrees that:
 - a) The F.S.I. of unsold premises or the premises not constructed shall remain the property of the Vendors. The areas excluding the staircase & landing shall remain the property of the Vendors. The right of ownership of terrace shall remain with the Vendors only and the Vendors may deal with the area of the terrace and other areas as



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he deems fit without affecting the rights of use and easements of the Purchaser.

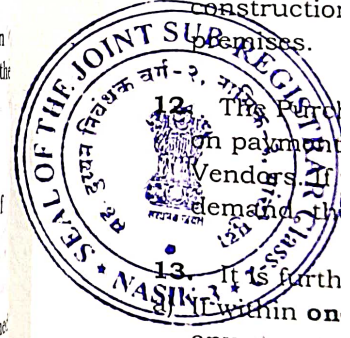
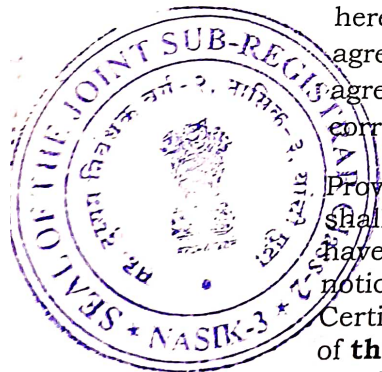
- b) Any additional F.S.I. is made available by the Authority, the Vendor alone shall be entitled to the benefit thereof of the said F.S.I. will be utilised without damaging the R.C.C. Structure of the building and rights of the Occupies i.e. Air Ventilation and Light.
 - c) The Purchaser shall not raise any objection for the utilisation of F.S.I. as aforesaid by the Vendors for the construction of additional premises and the sale thereof.
8. In the event of any portion of the said plots being required by the M.S.E.B. for putting a electric pole, transformer, the vendor shall be entitled to give such portion to M.S.E.B. on such terms and conditions as the vendor thinks fit the said D.P., and Transformer will not be fixed in front of the flat gate entrance gate.
9. The Purchaser agrees to pay to the Vendors an interest @ 18% p.a. on all the amounts from the date and/or stage they became due and payable by the Purchaser to the Vendors under the terms and conditions of this Agreement. The payment of interest by way of damages is condition precedent for acceptance of delayed payment. But it is discretionary with the Vendors whether to accept the delayed payment with interest or not.

10. On the Purchaser committing default in payment the amount on due dates or stages or any amount becoming due and payable by the Purchaser to the Vendors under this Agreement and upon the Purchaser committing breach of any of the terms and conditions herein contained then the Vendors is entitled to terminate this agreement by giving registered notice mentioning specific breach of agreement and time limit will be mentioned in the notice for correction of the breach.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Vendors unless and until the Vendors have given to the Purchaser fifteen days prior notice in writing (the notice being sent by Registered Post Acknowledgement Due or Under Certificate of Posting or being personally delivered to the Purchaser) of their intention to terminate this Agreement and intimating of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and defaults made by the Purchaser and calling upon the Purchaser to remedy such breach or breaches within the specified period after giving of such notice.

Provided further that, upon termination of this agreement as aforesaid, the Vendors shall refund to the Purchaser the installments of sale price of the said premises which may till then have been paid by the Purchaser to the Vendors after deducting the expenses incurred. The Vendors shall not be liable to pay the Purchaser any interest on the amount so refunded and the termination of this Agreement on refund of the aforesaid amount by the Vendors shall be to such person as may be named in the agreement.

- the Purchase Vendors and refund of the by the purch shall be enti delivery of p the building
- a) Non-avail and/or elect
- b) War, civil
- c) Any notice other Public
- d) Any act b Provided alw the said per NASIK MUN herein befor wants to ca wait further upon the Ve this agreem refund the s such refund said premis
- 11. The Purcl premises or construction
- 12. This Purcl on payment Vendors demand th
- 13. It is furth within on any structu Purchaser,
- b) It is further reasonable
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- 14. The Purcl be used for kind.
- 15. The buildi
- 16. The Purch time to time membership information ar proposed Ap within eight



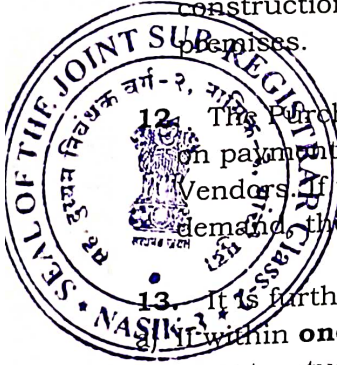
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the Purchaser shall handover the document received by **their** to the Vendors and further agrees to register the cancellation deed. The refund of the amount by the Vendors and returning of the documents by the purchaser shall be simultaneous. Provided that the Vendors shall be entitled to reasonable extension of the time for giving the delivery of premises later than the aforesaid date, if the completion of the building is delayed on account of:

- Non-availability of steel, cement, other building materials, water and/or electric supply; or
- War, civil commotion or act of God; or
- Any notice, order, rule, notification of the Government and/or other Public or Competent Authority; or
- Any act beyond the control of the Vendor.

Provided always that if the construction cannot be completed within the said period or **COMPLETION CERTIFICATE** which is issued by NASIK MUNICIPAL CORPORATION is not issued on account of acts herein before referred, then the Purchaser may, if the Purchaser wants to cancel and terminate this agreement and **does** not want to wait further till completion of the building, the Purchaser may call upon the Vendors to refund the consideration amount paid under this agreement and the Vendors on deducting the expenses. if any, refund the sum on payment of simple interest @ 12% Per year. On such refund the Vendors are entitled to deal with and dispose of the said premises as deemed fit.

- The Purchaser shall not claim any deduction in the cost of **their** premises or other premises on account of deletion of any item of construction as per the requirement of the Purchaser in **their** premises.



- 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. If the sums to be paid by the Purchaser remain unpaid on demand, the Vendors shall terminate and cancel this Agreement.

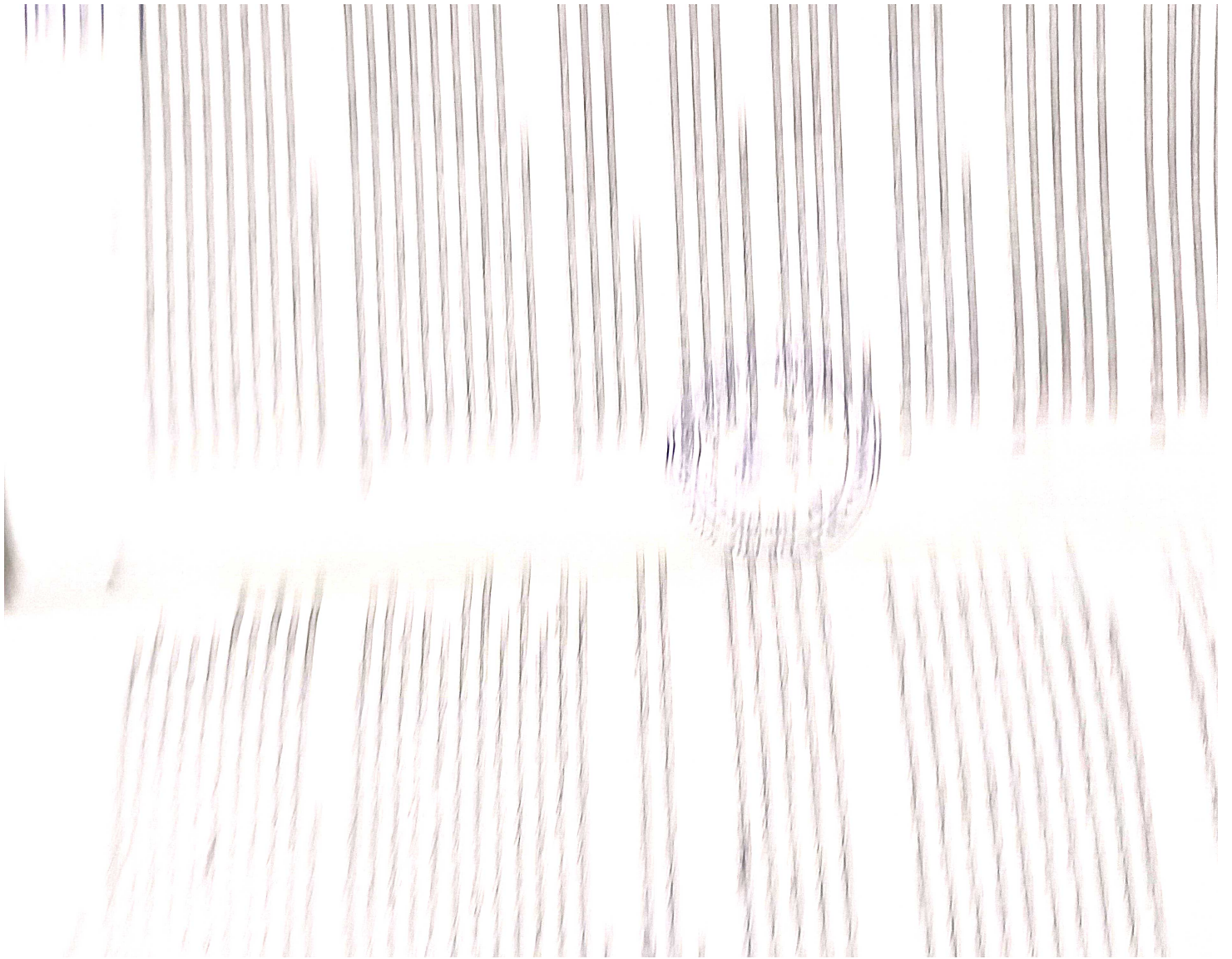
- It is further agreed by the Vendors that:

- any structural defect brought to the notice of the Vendors by the Purchaser, necessary repairs shall be carried out by the Vendors;
- It is further made clear that the Vendors are not responsible for reasonable wear and tear of the premises;
- It is further agreed that as regards standard of material, opinion of the appointed Architect shall always prevail.

- The Purchaser shall use the said premises or permit the same to be used for **Residential** purpose without creating nuisance of any kind.

- The building shall be named as "**Shreeji Kunj Apartment**"

- The Purchaser agrees and undertakes to sign and execute from time to time the applications, affidavits for registration and/or membership and other papers and the documents necessary for formation and registration of the Apartment, and bye-laws of the proposed Apartment and duly fill in, sign and return to the Vendors within eight days of the same being forwarded by the Vendors to



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scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good, tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage to columns, beams, walls, slabs or R.C.C. paddies or other structural members in the flat without the prior written permission to the Vendor and/or the Society or the Association of Apartment Owners;

- d) Not to store any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned Local Authority or other Authority or by any other Purchaser in the said premises and shall not carry on or caused to be carried any kind of other business or professional activity which will affect the peace and tranquillity of the building and which will be objected by other occupiers, members of the building;
- e) Not to do or permit to be done any act or thing which renders void or voidable any insurance of the said premises is situated or any part thereof or whereby any increased premises shall become payable in respect of the insurance;

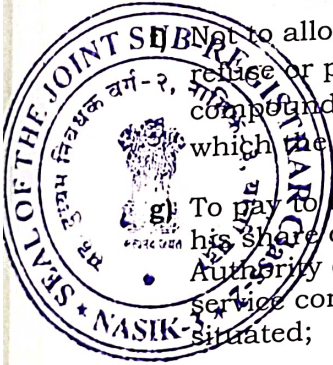
f) Not to allow to be thrown the dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said premises, land and building in which the said premises is situated;

g) To pay to the Vendors within seven days of demand by the Vendor, his share of security deposit, demanded by the concerned Local Authority or the Government for giving water, electricity or any other service connection to the building in which the said premises is situated;

- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other Public Authority and pay the said amounts punctually;

- i) The Purchaser shall not let, sub-let, transfer, assign 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 Purchasers to the Vendor under this Agreement are fully paid up and also thereafter with intimation of the Vendor;

- j) The Purchaser shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and



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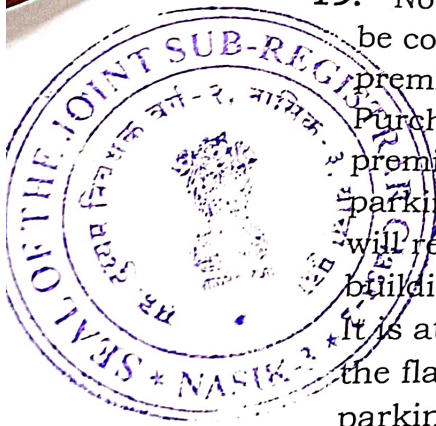
the said premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being in force of the concerned Local Authority and of Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartments Owners regarding the occupation and use of the said premises and in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- k) Till a conveyance of building in which the said premises is situated is executed, the Purchaser shall permit the Vendor and his Surveyors, Agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof and after formation of Association allow the said office bearers to enter the said premises for the said purposes;
- l) The Purchaser shall not use the premises for immoral or illegal purposes.
- m) The Purchaser shall not have **their** premises & grills painted from outside by different colour than provided to the building nor shall the purchaser change the elevation of the building. The Purchaser shall also not use additional doors, windows; ventilators opened other than already provided & shall not put sine board or name board on outside elevation of the building.

19. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold to **their** and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Vendors until the said land and building is transferred to the Association as hereinbefore mentioned. It is at the discretion of the Vendors to allot the adjoining terraces of the flats to the respective flat holders and also to allot the lawn areas, parking areas exclusively to the owners of the concerned apartment. The Purchaser shall not raise any objection therefore.

20. The Vendors shall have a right and paramount lien and charge on the said premises in respect of any amount not paid by the Purchaser under the terms and conditions of this Agreement.

21. The Vendors shall be at liberty to sell, assign, and transfer or otherwise deal with the right, title, interest in the said plot and building subject to the rights of the Purchaser in respect of the said premises.

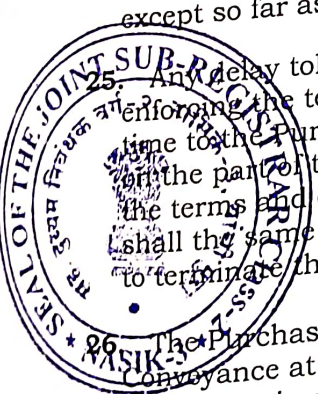


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22. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Vendors any part of the amount due and payable to the Vendors by the Purchaser under the terms and conditions of this Agreement (Whether before or after the delivery of possession) within the time limit specified or if the Purchaser shall in any other way fails to prefer or observe any of the covenants and stipulations herein contained or referred to, the Vendors shall be entitled to re-enter upon and resume the possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated subject to the clauses mentioned above. The Purchaser herein agrees that on the Vendors' re-entry on the said premises as aforesaid, all the rights, title and interest of the Purchaser in the said premises and under this Agreement shall cease and that the Purchaser shall also be liable for immediate ejection as trespasser.

23. If the Purchaser is desirous to obtain loan from any Corporation or Financial Institution then it will be the liability of the Purchaser to make the same available and also to bear all the expenses for additional copies of plans, agreements, certificates and property described in the Schedule 'II' to be purchased by the Purchaser shall only be encumbered with the liability of the loan and the premises he has agreed to purchase as per this agreement. The Purchaser may mortgage the premises described in Schedule II to financial institution and for that mortgage N.O.C. will be given by Vendors herein if required .

24. The Purchaser hereby covenants with the Vendor to observe and perform the covenants, conditions contained in this Agreement and to keep the Vendor indemnified against the said payment and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Vendor.



25. Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser by the Vendor shall not construct as a waiver on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice to the rights of the Vendors to terminate this Agreement.

26. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for the registration within the time limit prescribed by the Registration Act and the Vendors will attend such office and admit execution thereof.

27. All the notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting at their address written in the title cause. Any change of the Purchaser's address should be made known to the Vendors by the Purchaser in writing

28. The terrace on top of the building shall always remain the property of the Vendor and may be disposed of by the Vendors deemed fit by

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their and the Vendors are at liberty to allot the terrace of the building for the advertisement or any purpose. The person to whom the terrace is allotted shall be accepted as a member of such Association. But the person to whom the terrace will be allotted shall not in any way damage the overhead tanks and water flow there from.

29. The parties hereto admit that this agreement is not between employer and employee. This Agreement is in respect of complete premises, though the price is to be received by instalments. The Purchaser admits that the Vendors are not a contractor appointed by the Purchaser. The specifications are prepared by the Vendor and accepted by the Purchaser. The Purchaser admits that the Vendors have already commenced the work of construction as per the specifications.

30. If any additional amenities are required by the Purchaser then the Purchaser will have to pay in advance the cost of such additional amenities as per the cost estimates prepared by the Architect of the Project & his decision shall be final and binding.

31. This agreement always subject to provisions of the Maharashtra Ownership Flat Act 1963 or the provisions of the Maharashtra Apartment Ownership Act 1970 or the Maharashtra Co-operative Society Act 1960 & rules made there under.

SCHEDULE - I OF THE SAID PROPERTY
REFERRED TO ABOVE

All that piece and parcel of land bearing plots No. **02 total** admeasuring **602sq.mtrs.** Out of **S.No.889/4/2** lying and being at **Nashik** within the limits of Nashik Municipal Corporation, Nashik, and Registration and Sub-Registration District of Nashik, Taluka and District of Nashik, which plots are bounded as shown below:

On or towards East : 30 mt.rs. wide road
On or towards West : plot no 16 and 17
On or towards South : plot no 03
On or towards North : plot no 1

SCHEDULE - II OF THE SAID PREMISES
REFERRED TO ABOVE

The premises of Flat bearing No.**03** having built-up area **1050.00** sq. ft. Equivalent to **97.54 Sq. mtrs** approximately situated on **Second Floor** in the building known as "**SHREEJI KUNJ APARTMENT**" which is constructing on the plot described in Schedule I above.

Said flat is bounded as follows:

Flat no 03
East : 30 Meters Road
West : Staircase and Lift
North : Marginal Space
South : Flat No 04



their and the Vendors are at liberty to allot the terrace of the building for the advertisement or any purpose. The person to whom the terrace is allotted shall be accepted as a member of such Association. But the person to whom the terrace will be allotted shall not in any way damage the overhead tanks and water flow there from.

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Said flat is bounded as follows:

Flat no 03
East : 30 Meters Road
West : Staircase and Lift
North : Marginal Space
South : Flat No 04



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**ANNEXURE
 SPECIFICATION & AMENITIES**

1. The Structure shall be R.C.C. frame type with panel walls of brick works
2. External walls shall be sand faced cement plaster with cement paint and internal wall shall be gypsum plaster finish.
3. Main Door frames shall be of wood and flush door shutters
4. Windows in all room will be provided with Aluminum Sliding with M.S. Grill fitting.
5. Flooring in all rooms will be in size of 2'2' tiles
6. Kitchen platform will be of black granite stone with built in sink in white glazed tiles up to slab level
7. Bathroom & W.C. shall be finished in dado up to slab level.
8. All Flats shall have common drainage system as per slandered rules with septic tank and soak pit provision.
9. All Flats will be painted inside with pleasing shades of paint and external walls with acrylic paints.
10. Each Flat shall be provided with sufficient water supply from overhead common water tank.
11. Each W.C. shall be provided with Indian Pan/ western commode.
12. Common staircase will be provided with flooring tiles on entire steps and mid landings.
13. Entire building will have brick wall compound
14. Huge underground and overhead R.C.C. water storage tank
15. One Common Lift with battery backup.



IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands on this day, month and year hereinabove mentioned.



**SIGNED & DELIVERED
 BY THE WITHINNAMED VENDORS
 Krrish Construction, through its Partner
 MR. VIVEK GOKULBHAI JAVIA**

[Handwritten Signature]
 (VENDORS)



**SIGNED & DELIVERED
 BY THE WITHINNAMED
 PURCHASER
 1) MR. SANJAY SHIVAJIRAO AHIRE**

[Handwritten Signature]
 (PURCHASER)



2) MRS. SUBHADA SANJAY AHIRE

[Handwritten Signature]
 (PURCHASER)

WITNESSES:



NASHIK MUNICIPAL CORPORATION

NO LHD/BP/ 25/167/1813/14
 DATE :- 21/06/2014

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**SANCTION OF BUILDING PERMIT
 AND
 COMMENCEMENT CERTIFICATE**

TO. Krrish Construction Partnership Firm
 C/o. Ar. V. B. Shardul & Stru.Engg. R. N. Singh of Nashik

Sub :- Sanction of Building Permit & Commencement Certificate in Plot No.- 2 of S.No. 889/4/2 of Nashik Shiwar.

Ref :- Your Application & Plan dated: 7/5/2014 Inward No. B5/BP/615

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 permit under section 253 of The Bombay Provincial Municipal Corporation Act.1949 (Bombay Act. No.LIX of 1949) to erect building for **Residential+ Commercial Purpose** as per plan duly amended in ---- subject to the following conditions.

CONDITIONS (1 to 37)

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 unauthorized 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.

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

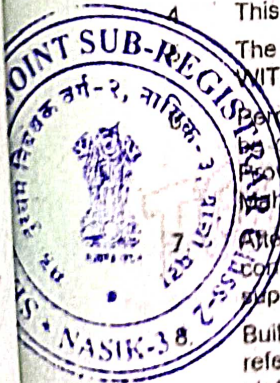
The date of commencement of the construction work should be intimated to this office **WITHIN SEVEN DAYS**

Any 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 1966 etc.].

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.

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 Authorities 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 60 meters should be connected to a soak pit to be provided by the owner.
 The size of soak pit should be properly worked out on-the basis of tenements% a pigeon



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NASHIK MUNICIPAL CORPORATION

NO LND/BP/ 25/167/1813/14

DATE :- 21/08/2014

SANCTION OF BUILDING PERMIT AND COMMENCEMENT CERTIFICATE

TO. **Krish Construction Partnership Firm**

C/o. Ar. V. B. Shardul & Stru. Engg. R. N. Singh of Nashik

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Sub :- Sanction of Building Permit & Commencement Certificate in Plot No.- 2 of S.No. 889/4/2 of Nashik Shiwar.

Ref :- Your Application & Plan dated: 7/5/2014 Inward No. B5/BP/615

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 permit under section 253 of The Bombay Provincial Municipal Corporation Act. 1949 (Bombay Act No. LIX of 1949) to erect building for Residential+ Commercial Purpose as per plan & by amended in ---- subject to the following conditions.

CONDITIONS (1 to 37)

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 unauthorized 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.

This permission does not entitle 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 Maharashtra Land Revenue Code 1966 etc].

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.

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 Authorities 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 60 meters should be connected to a soak pit to be provided by the owner.

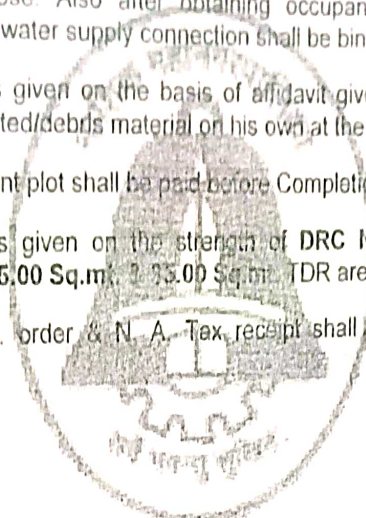
Soak pit should be properly worked out on the basis of tenements% a pigeon



10. The balconies, ottas & verandas 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 & verandas are covered or merged into adjoining room the construction shall be treated as unauthorized 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 reservation of Tree Act, 1975.
12. The construction work should be strictly carried out in accordance with the sanctioned plan enclosed herewith.
13. Copy of approved plan should be kept on site so as to 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. 491/1990 dt: 7/9/1990 submitted with the application.
19. Adequate space from the plot w/r should be reserved for transformer in consultation with M.S.E.D.C.L. Office before actually commencing the proposed construction.
20. A) Rs.209220/- is paid for development charges w.r.to the proposed Construction vide R.No./B.No. 20/570 Dt:2/8/2014
21. B) Rs./- is paid for development charges w.r.to the proposed land development. Vide R.No./B.No.-- Dt:--
22. Tree plantation shall be made as per the guidelines of Tree Officer of N.M.C. & NOC shall be obtained before occupation certificate.
23. Rs.5000/- Deposited vide R.No./B.No. 07/2404 Dt:2/8/2014
24. Septic tank & soak pit shall be constructed as per the guidelines of Health officer of N.M.C. & NOC shall be produced before occupation certificate.
25. A) Before commencing the construction on site the owner/developer shall install a "Display Board" on the conspicuous place on site indicating following details.
 - a) Name and Address of the owner/developer, Architect/Engineer and Contractor.
 - b) Survey Number/City Survey Number/Ward Number of land under reference along with description of its boundaries.
 - c) Order Number and date of grant of development permission/redevelopment permission issued by the Planning Authority or any other authority.
 - d) F.S.I. permitted.
 - e) Number of Residential/Commercial flats with their areas.
 - f) Address where copies of detailed approved plans shall be available for inspection.
26. B) A notice in the form of an advertisement, giving all the details mentioned in 23A above, shall also be published in two widely circulated newspapers one of which should be in regional language.
25. Proper arrangement in consultation with Telecom Dept. To be done for telephone facilities to be provided in the proposed construction.
26. Nashik Municipal Corporation shall not be responsible for the ownership and boundaries of the land.
27. Fly ash bricks and fly ash based and related materials shall be used in the construction



- 30 Proper arrangement for rain water harvesting should be made at site
- 31 NMC shall not supply water for construction purpose
- 32 This permission is given on the basis of affidavit given by applicant Dt:10/6/2014 regarding Local Body Tax Local Body Tax should be paid for LBT Registration No NSK205251 before completion Certificate
- 33 This permission is given on the basis of affidavit given by applicant Dt:10/6/2014 regarding NMC supplied water and any public source of water should not be used for construction purpose. Also after obtaining occupancy certificate decision of NMC regarding drinking water supply connection shall be binding on applicant
- 34 This permission is given on the basis of affidavit given by applicant Dt:10/6/2014 for disposal of excavated/debris material on his own at the prescribed site.
- 35 NMC Tax for Vacant plot shall be paid before Completion.
- 36 This permission is given on the strength of DRC No: 134 & 679 Dt:1/10/2002 & 21/2/2014 and. 205.00 Sq.m. & 33.00 Sq.m. TDR area utilized from the same
- Commercial N. A. order & N. A. Tax receipt shall be produced before occupancy certificate.



[Signature]
 Executive Engineer
 (Town Planning)
 Nashik Municipal Corporation, Nashik.

No. LND / BP
 Nashik, Dt. / /2014
 Copy to: Divisional Officer
 ----- Division

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| <p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>भारत सरकार GOVT. OF INDIA</p> <p>SANJAY S AHIRE SHIVAJIRAO PANDURANG AHIRE</p> <p>16/05/1974 Permanent Account Number AE6PA3428E</p> <p><i>[Signature]</i> Signature</p> <p><i>[Portrait]</i> 18052005</p> | <p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>भारत सरकार GOVT. OF INDIA</p> <p>SUBHADA SANJAY AHIRE DAULAT NATHU DEORE</p> <p>08/07/1976 Permanent Account Number AIFPA3126J</p> <p><i>[Signature]</i> Signature</p> <p><i>[Portrait]</i></p> |
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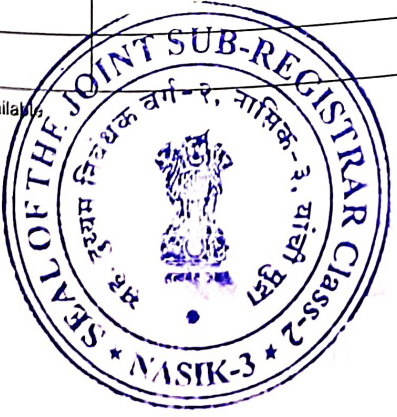
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| MTR Form Number-6 | | INSR CODE | | DATE | | FORM ID | |
| 26/09/2014 | | 13573 | | 26/09/2014-13:55:14 | | 25.2 | |
| AMOUNT | | 162000.00 | | Payer Details | | | |
| Sale of Non Judicial Stamps IGR Rest of Maha | | TAX ID (If Any) | | PAN No. (If Applicable) | | | |
| Office Name: NSK3_NASHIK 3 JOINT SUB REGISTRAR | | Full Name: SANJAY SHIVAJIRAO AHIRE | | Flat/Block No.: | | S.No. 889/4/2 Plt No. 02 | |
| Location: NASHIK | | Premises/Building: | | Road/Street: | | Flat No. 03 Area 97.54 sq.mtrs. | |
| Year: 2014-2015 One Time | | Area/Locality: | | Town/City/District: | | SHREEJI KUNJ APARTMENT NASHIK | |
| Account Head Details | | Amount In Rs. | | PIN: | | 4 2 2 0 0 9 | |
| 0030046401 Sale of NonJudicial Stamp | | 162000.00 | | Remarks (If Any): | | PAN2--PN=KRRISH CONSTRUCTION--CA=270 0000 | |
| Total | | 162000.00 | | Amount In Words: | | One Lakh Sixty Two Thousand Rupees Only | |
| Payment Details: BANK OF MAHARASHTRA | | FOR USE IN RECEIVING BANK | | | | | |
| Cheque-DD Details | | Bank CIN | | REF No. | | 02300042014092686379 195790909 | |
| Cheque/DD No | | Date | | Bank-Branch | | BANK OF MAHARASHTRA | |
| Name of Bank | | Scroll No. , Date | | Not Verified with Scroll | | | |
| Name of Branch | | | | | | | |

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| 26/09/2014 | | 27000.00 | | 26/09/2014 | | 25.2 | | 25.2 | |
| Inspector General Of Registration | | Registration Fee | | Registration Fee | | Registration Fee | | Registration Fee | |
| Deface No. 1850535201415 | | Registration Fee | | Registration Fee | | Registration Fee | | Registration Fee | |
| (Amt. in words: Twenty Seven Thousand Rupees Only) | | Registration Fee | | Registration Fee | | Registration Fee | | Registration Fee | |
| Ordinary Collections IGR | | Registration Fee | | Registration Fee | | Registration Fee | | Registration Fee | |
| Office Name | | NSK3_NASHIK 3 JOINT SUB REGISTRAR | | Payer Details | | TAX ID (If Any) | | | |
| Location | | NASHIK | | PAN No. (If Applicable) | | Full Name | | SANJAY SHIVAJIRAO AHIRE | |
| Year | | 2014-2015 One Time | | Flat/Block No. | | S.No. 889/4/2 Pit No. 02 | | | |
| Account Head Details | | Amount In Rs. | | Premises/Building | | Road/Street | | Flat No. 03 Area 97.54 sq.mtrs. | |
| 0230063301 Amount of Tax | | 27000.00 | | Area/Locality | | SHREEJI KUNJ APARTMENT NASHIK | | | |
| | | | | Town/City/District | | PIN | | 4 2 2 0 0 9 | |
| | | | | Remarks (If Any) | | PAN2--PN=KRRISH CONSTRUCTION-CA=270 | | 0000 | |
| | | | | Amount In | | Words | | Twenty Seven Thousand Rupees Only | |
| Total | | 27000.00 | | | | | | | |
| Payment Details | | BANK OF MAHARASHTRA | | FOR USE IN RECEIVING BANK | | Bank CIN | | REF No. | |
| Cheque-DD Details | | | | 02300042014092686396 | | 195791740 | | | |
| Cheque/DD No | | | | Date | | 26/09/2014-13:58:30 | | | |
| Name of Bank | | | | Bank-Branch | | BANK OF MAHARASHTRA | | | |
| Name of Branch | | | | Scroll No. , Date | | Not Verified with Scroll | | | |
| Mobile No. : Not Available | | | | | | | | | |

नसल-३
दस्त क्र. (wse) / 2098
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