दरतक्रमांक व वर्ष: 455/201

Wednesday, January 25, 2012

सूची क्र. दोन INDEX NO. II

12:32:13 PM

गावाचे नाव: ओझर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटटचाच्या बाबतीत पटटाकार आकारणी देतों की पटटेदार ते नमुद करावे) गोबदला रू. 1,250,000.00

बा.भा. रज. 907,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) गट क्र.: 181/पै ते 184/-/- वर्णनः मौज् ओझर येथील बिनशेती गट ने 181 पै ते 184 मधील प्लॉट नं. 25 यांसी क्षेत्र 198-00चौ.मी. यांसी ग्रा प मि नं. 7446 व प्लॉट नं. 30 क्षेत्र 187-00 चौ.मी यांसी ग्रा प मि नं. 7447 यावरील बांधीय आर के बिल्डींग विंग - अे या इभारतीमधील दुसऱ्या मजल्यावरील फलंट नं. 7 यांसी बांधीय क्षेत्र 75-51 चौ.मी म्हणजेच 812-50 चौ.फूट येणेप्रमाणे मिळकत.

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दरतऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) राहुल रमेश घोलप - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नः -; पेठ/वसाहत: -; शहर/गाव: ओझर; त्नालुका: निफाड; पिन: -; पॅन नम्बर: AQTPG 9090D.

(b) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंव! दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) बिनोद कुमार शर्मा S/o जगदीश शर्मा - -; घर/फ़लॅट नंः -; गल्ली/ररता: -; ईमारतीये नाव: -; ईमारत नं: -; पेट/वसाहत: •; शहर/गाव: ओझर; तालुंका: निफाड;पिन: -; पॅन नम्बर: ANFPS 5901A.

(7) दिनांक

करून दिल्याचा 25/01/2012

(8) नोंदणीचा

25/01/2012

(९) अनुक्रमांक, खंड व पृष्ट

455 /2012

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 25000.00

(11) बाजारभावाप्रमाणे नोंदणी

₹ 12500.00

(12) शेरा



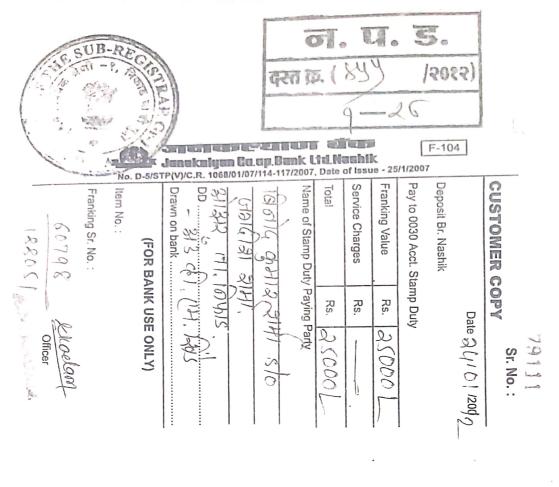
अस्सण वर हुकूम मदकल

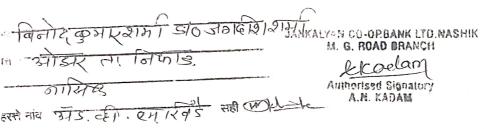
दुम्बल-निबंधक श्रेणी-१, विकाड



SARITA REPORTS VERSION 5.2.13







तत्त्वी क 79111 Zone No. 27.2

Market Rate Rs.12000/- per Sq.Mtr.

:Rs. 9,07,000/-Govt. Valuation

Consideration : Rs. 12,50,000/-

25,000/-Stamp Duty : Rs.

12,500/-: Rs. Registration Fee

| | Shree | |

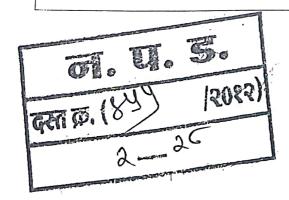
AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made and executed at Niphad on this 25th day of January in the Christian year 2012.

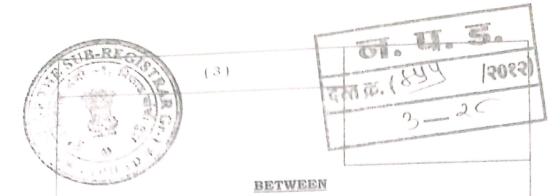
PAST WACKINGSOINT

JAN 24 2012









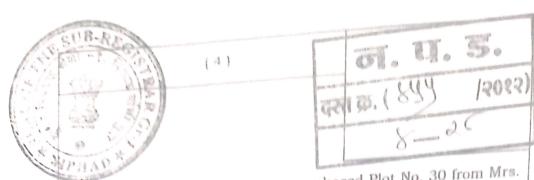
MR. RAHUL RAMESH GHOLAP, Age- 24 years, Occupation-Business, PAN No. AOTPG 9090 D R/o. Ojhar (Mig), Tal. Niphad, Dist. Nashik, Maharashtra. Hereinafter referred to as "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assignees, etc.) of the FIRST PART.

AND

MR. BINOD KUMAR SHARMA, S/o. JAGDISH SHARMA, Age-44 years, Occ. Service, PAN No. ANFPS 5901 A, Permanent Address- Village & P.O. Pawapuri, Dist. Nalanda, Bihar-803115 and presently residing at Flat No. 6, Sai Prasad Apartment-1, Air Force Road, Ojhar, Tal. Niphad, Dist. Nashik, Maharashtra-422206. Hereinafter referred to as "THE PURCHASER(S)" (Which expression shall unless it be repugnant to the context, a meaning thereof mean and include his heirs, executors, administrators and assigns etc.) of the SECOND PART.

WHEREAS the Vendor is an owner and well possessed and sufficiently entitled to the non-agricultural plot properties bearing Plot No. 25 admeasuring 198.00 Sq.Mtrs. bearing Grampanchayat Property No. 7446 & Plot No. 30 admeasuring 187.00 Sq.Mtrs. bearing Grampanchayat Property No. 7447, from & out of Gat No. 181 Part to 184, situated at Village Ojhar, Tal. Niphad, Dist. Nashik, which are more particularly described in Schedule-I hereunder written and hereinafter for the sake of brevity, referred to as "said plot property".

AND WHEREAS the Vendor has purchased Plot No. 25 from Mr. Shantaram Keshavrao Jadhav under registered Sale Deed, which is duly registered in the office of Sub-Registrar, Niphad at Sr. No. 05868 on 06/09/2011. Accordingly the name of Vendor is mutated to the revenue record of said plot vide M. E. No. 19778.



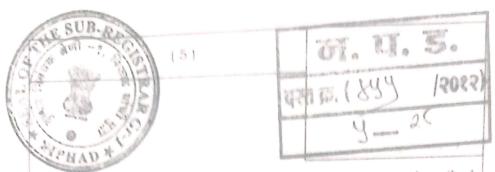
AND WHEREAS the Vendor has purchased Plot No. 30 from Mrs. Archana Mukund More & Mrs. Surekha Ganpat Chavan under registered Sale Deed, which is duly registered in the office of Sub-Registrar, Niphad at Sr. No. 06330 on 26/09/2011. Accordingly the name of Vendor is mutated to the revenue record of said plot vide M. E. No. 19860.

AND WHEREAS the layout plan of said plot property is approved by Assistant Director, Town Planning, Nashik vide Order No. Bhi.She./Mauje Ojhar, Tal. Niphad/Gat No. 181 Part, 182, 183, 184/Sa.Sa.Na/779 Dt. 01/04/2006 and the said layout was converted for non-agricultural use for residential purpose by Sub-Divisional Officer, Niphad Sub-Division, Niphad vide Order No. Jamabandi/N.A./S.R./18/2006 Dt. 12/04/2006.

AND WHEREAS the title of said plot property is clear, marketable & free from all encumbrances and in possession & enjoyment of the Vendor.

AND WHEREAS the Vendor has prepared a building construction plan on the said plot property described in Schedule-I herein under from their approved Architect Mr. Thakare Nikam, Nashik for construction which is duly approved by the Grampalika Ojhar (Mig) vide its letter No. Outward No./511/2011 Dt. 22/11/2011.

AND WHEREAS the Vendor has also in possession of the aforesaid plot property and on the strength of the aforesaid sanctioned plan and permissions, the Vendor started the construction work on the said plot property of a building to be known as "R. K. Building Wing-A", consisting Parking on Ground Floor + Four Floors consisting of Eighteen Flats and, hereinafter for the sake of brevity, referred to as "the said building".

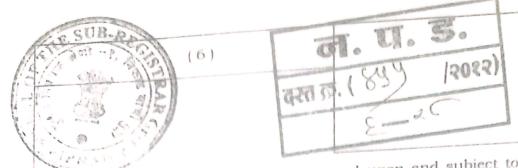


AND WHEREAS as an owner of the said plot property described in Schedule-I hereunder written, the Vendor is authorised and empowered to construct the structure as per approved building plan on the said plot property & to enter into and execute the Agreement for Sale of the said constructed premises in the building to be constructed on the said plot property & to receive the sale price in respect thereof.

AND WHEREAS the Vendor is authorised to sale the flats and also authorised to sign the Agreement for Sale in favour of the Purchaser(s) and also authorised to register and to admit the registration thereof.

AND WHEREAS the Purchaser(s) with an intention to purchase constructed premise demanded inspection of the relevant documents, referred hereinabove and of such other documents and the Purchaser(s) is satisfied about the title of the Ownership of the said plot property, right of the Vendor to develop the said plot property and to sale the constructed areas as per approved plans, permissions and the Purchaser(s) admits to have received the copies of the following documents viz. (a) 7/12 extract, (b) Copy of the Non-Agricultural Permission & N.A. Tax Payment Receipt, (c) Copy of the sanctioned building plan, (d) Copy of Sale Deeds of the above said plot property and other relevant papers & as the Purchaser(s) has received the copies thereof and Purchaser(s) admits the same.

AND WHEREAS the Purchaser(s) with full knowledge of documents referred in above has agreed to purchase from Vendor & Vendor has agreed to sale the Purchaser(s) a Flat bearing No. 07 (Seven) admeasuring area 812.50 Sq.Fts. i.e. 75.51 Sq.Mtrs. Built-up on the Second Floor, consisting One Hall + Two Bedroom + Kitchen + WC. Bath + Balcony with the proportionate right to use common areas and facilities in the said building known as "R. K. Building, Wing-A" as per the sanctioned building plans and specifications (herein referred to as

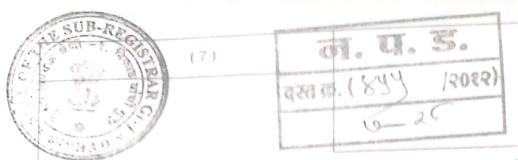


"the said flat premises") at the price and upon and subject to the terms and conditions hereinafter appearing and the said flat is more particularly described in the Schedule-II written herein under.

AND WHEREAS the Purchaser(s) shall get registered this Agreement for Sale with his own cost.

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

- 1) The Vendor is constructing the said building on the said plot property in accordance with sanctioned plans and specifications which have been kept at their office & at site office for inspection, and the Purchaser has approved and also agreed that the Vendor may make such variation and modifications therein which consider necessary and desirable hereinafter or as may be required to be done by the Govt. of Maharashtra, The Grampalika Ojhar (Mig) and other local authorities.
- The Purchaser(s) has prior to the execution of this agreement satisfied about the clear and marketable title of the Vendor to the said plot property and shall not be entitled to further investigate the title of the Vendor and no requisition or objection shall be raises on any matters relating thereto.
- The Vendor have agreed to sale the said flat premises to the Purchaser(s) & Purchaser(s) has agreed to purchase the said flat premises from the Vendor for a total price & consideration of Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only). The said consideration is exclusive of all costs and expenses for Stamps, Registration Fees & other incidental costs and expenses of this Agreement & the further documents that may be necessary to be executed & the costs and expenses towards Electric & Water Meter & supply thereon from the main lines, and also all the taxes such as VAT Tax, Sales Tax, Service Tax or any other



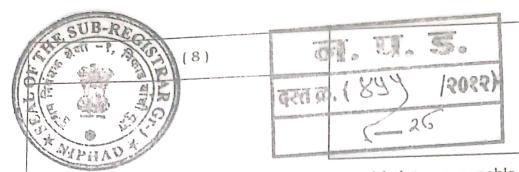
charge in respect of the said flat premises by the Govt. of Maharashtra as well as Central Govt. of India or any other concerned authorities. The said amount shall be paid by the Purchaser(s) to the Vendor as & when demanded by the Vendor. The said flat is more particularly described in Schedule-II written hereunder & the amenities to be provided to the said flat premises are more particularly described in Schedule-III written hereunder.

The Purchaser(s) hereby agreed to acquire the said flat 4) premises for Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) which the Purchaser(s) has agreed to pay to the Vendor the amount of consideration in the following manner:

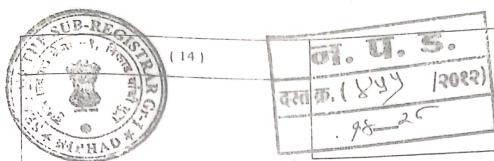
Amount	Particulars
2,00,000/-	Rupees Two Lakhs Only paid by the Purchaser(s)
	to the Vendor by way of cash from time to time.
10,50,000/-	Rupees Ten Lakhs Fifty Thousand Only to be paid
	by the Purchaser(s) to the Vendor within one year
ė ·	from the execution of this Agreement.
12,50,000/-	Rupees Twelve Lakhs Fifty Thousand Only

The balance amount of consideration in respect of the said flat premises has been agreed to be paid by the Purchaser(s) to the Vendor as per payment schedule written hereinabove. The time is essence of contract.

- The Purchaser(s) has agreed to get the Electric connection 5) with Electric Meter & Water Connection from the concerned authorities directly on his own cost & responsibility.
- The possession of the said flat premises will be delivered to 6) the Purchaser(s) after obtaining the Completion Certificate from Grampalika Ojhar (Mig), Tal. Niphad, Dist. Nashik for said building and after receiving the entire consideration towards the said flat premises. The Vendor expects the delivery of the possession of the flat, described in the Schedule-II within one year from the date hereof.



- Provided that the Vendor shall be entitled to reasonable extension of time for giving possession on the aforesaid time if completion of said building is delayed on account of non-availability of building material, war, civil commotion or act of God etc. which is beyond control of the Vendor.
- 8) The Built-up area of said flat is calculated /worked out as per the approved plan by adding 25% in Carpet area. The built-up area shall be outer dimensions from finished walls to finished walls (External Plastered Surface to the External Plastered Surface) including all the areas in the said premises. The Purchaser(s) is satisfied & knows about the said conversion and has no complaint about the same.
- 9) Nothing contents in these presents shall be construed to be conferred the confirm upon the Purchaser(s) any right, interest or title of any kind whatsoever thereof, such conferment to take place only upon the execution of final conveyance in favour of the Purchaser(s) by the Vendor in respect of the said flat premises.
- 10) The Vendor hereby declares and the Purchaser(s) hereby agrees that:
- A) The Vendor shall have a right to make addition, raise story's or take up additional structure on Terrace which shall be sole property of Vendor who will entitled to disposed of in any way as he choose and the Purchaser(s) hereby consents to the same subject to the contract to the contrary.
- B) The F.S.I. of the unsold premises or the premises not constructed shall remain the property of the Vendor. In such a case the area excluding staircase and landing shall remain the property of the Vendor. The Top Terrace of the said building shall be exclusively owned by the Vendor.
- C) The Purchaser(s) shall not raise any objection for the utilization of F.S.I. as aforesaid by the Vendor for the construction of additional premises.

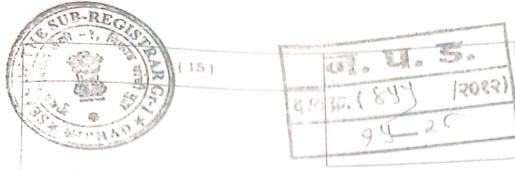


the property described in the Schedule-II to be purchased by the Purchaser(s) and also be encumbered, he/she shall lodge his/her copy of agreement for registration in order to enable to admit the same.

- All the letters, receipts and/or notice used by the Vendor dispatched under the certificate of posting to the above mentioned address of the Purchaser(s) shall be sufficient proof of receipt of the same by the Purchaser(s).
- All the taxes such as VAT Tax, Sales Tax, Service Tax or any other charged in respect of the said flat premises by the Govt. of Maharashtra as well as Central Govt. of India or any other concerned authorities will be borne by the Purchaser(s) and the Vendor shall not liable to pay the above mentioned taxes.
- This agreement is executed & registered under the provisions of Maharashtra Co-Op. Societies Act, 1960 or Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management & Transfer) Act, 1963 & Maharashtra Apartment Ownership Act, 1970 & rules made thereunder and this agreement shall always be subject to the provisions of the said Act.

SCHEDULE-I OF THE SAID PLOT PROPERTY REFERRED TO HEREINABOVE

All that piece and parcel of non-agricultural property bearing Plot No. 25 admeasuring 198.00 Sq.Mtrs. bearing Grampanchayat Property No. 7446 & Plot No. 30 admeasuring 187.00 Sq.Mtrs. bearing Grampanchayat Property No. 7447 from & out of Gat No. 181 Part to 184, situated at Village Ojhar, Tal. Niphad, Dist. Nashik, within the limits of Grampalika Ojhar & also within the Registration District Nashik and Sub-Registration Taluka Niphad, which is bounded as under:-



East :

7.5 Mtr. wide Colony Road

West:

7.5 Mtr. wide Colony Road

South:

Plot No. 26 & 29

North:

7.5 Mtr. wide Colony Road

SCHEDULE-II OF THE SAID FLAT PREMISES REFERRED TO HEREIN ABOVE

The premises of Flat No. 07 (Seven) on Second Floor to be constructed on the property mentioned in Schedule-I hereinabove mentioned, in the building known as "R. K. Building Wing-A" having area of admeasuring area 812.50 Sq.Fts. i.e. 75.51 Sq.Mtrs. Built-up, having One Hall + Two Bedroom + Kitchen + WC. Bath + Balcony alongwith the proportionate right to use common areas and facilities in the building mentioned hereinabove and bounded as under:-

East:

Side Marginal Space & Colony Road

West:

Passage, Flat No. 8 & Staircase

South:

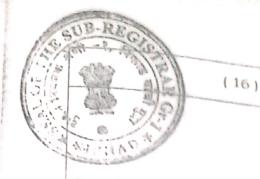
Side Marginal Space

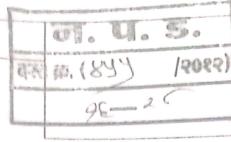
North:

Side Marginal Space & Colony Road

SCHEDULE-III OF THE SPECIFICATION & AMENITIES REFERRED TO HEREIN ABOVE

- 1. **R.C.C. Work:** Earthquake resistant, good quality R.C.C. framed structure.
- 2. **Brick Work:** External walls 9" thick and internal walls 4" thick in good quality bricks.
- 3. Flooring: All rooms in Spartek flooring.
- 4. **Kitchen:** Kitchen platform top in green marble with stainless steel sink & 4' glazed dado tiles (upto lintel level).
- 5. **Loft:** One RCC loft in Kitchen & one loft in Bedroom.
- 6. **Doors:** Laminated finish on main door.
- 7. **Windows:** Aluminum powder coated sliding window with one mosquito net & safety M.S. grill. Green marble sill patti to windows bottom side.
- 8. Plaster: External double coat sand face plaster & internal neru finish.





- Paint: OBD paint in entire flat.
- Bathroom: Dado tiles upto 7' height & W.C. wall tiles 4' bath floor in 12" x 12" ceramic tiles.
- 11. Electrification: Casing Caping electrification fitting with necessary point in each room.
- Plumbing: Concealed plumbing fitting.
- 13. Water Tank: R.C.C. water tank on overhead. Lift: Lift with power backup.

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

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED VENDOR MR. RAHUL RAMESH GHOLAP

VENDOR

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER(S) MR. BINOD KUMAR SHARMA

S/o. JAGDISH SHARMA

[PURCHASER(S)]

IN THE PRESENCE OF WITNESSES:-

VIRENDRA KUMAR 1)

Alsumor.

Preyesh S. Tadhay. 2)