

भारत INDIA

महाराष्ट्र MAHARASHTRA

@ 2024 @

23AB 514036

TREASURY OFFICE NASIK

16 SEP 2024

Zoon No. 12.5

Government Valuation. Rs. 20,17,000/-Consideration Amount. Rs. 21,00,000/- NOTARY

NOTED & REGISTERED at Serial No. 21 11 44

Dates 1 550 2024

THIS DOCUMENT 2024

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Pages.

## **Earnest Receipt**

(Visar Pavti)

This Earnest Receipt is made and executed on this 21st Day of September 2024 at Taluka & District Nashik.



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#### BETWEEN

Mr. Sunil Eknath Hire.

Age. 44 Years, Occupation. Business.

PAN Card No. AIMPH4209H.

Aadhaar Card No. 8022 2437 9169.

Mobile No. +91 7507777885.

Email id. sunil.hire2011@gmail.com

Residential at. Eknath Dadaji Hire, Bungalow No. 25,

Vasant Vihar, At Post Ojhar Mig, Taluka Niphad,

Ojhar T. S. Nashik, Maharashtra, India - 422207.

Hereinafter referred to as "The Vendor" (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his legal heirs, its, his legal heirs, legal representatives, executors, administrators). of the First Part.

#### **IN FAVOUR OF**

Mr. Rahul Dilip Gawande.

Age. 29 Years, Occupation. Service.

PAN Card No. CKPPG1776C.

Aadhaar Card No. 5692 3863 7384.

Mobile No. +91 9011572935.

Email id. Rahul18rn@gmail.com

Residential at. Balwand, Nandurbar,

Maharashtra, India - 425408.

Hereinafter referred to as "The Purchaser" (Which expression shall, unless it be repugnant to the context or meaning thereof mean and include his heirs, legal representatives, executors, administrators, and assigns). of the Second Part.

WHEREAS the Vendor, hereinafter referred to as the "Flat Owner" and the Vendor are the absolute and exclusive owner and otherwise is well and sufficiently entitled to all the piece and parcel of the Flat No. 05 having total built-up area of 725.00 Sq. Feet i.e., 67.37 Sq. Meters + Parking area of 9.293 Sq. Meters on the Third Floor, in the residential project known as "Modern Symphony Apartment" constructed on Plot No. 03 area measuring 251.59 Sq. Meters + D Zone T.D.R area of 100.00 Sq. Meters out of Survey No. 95, situated at village. Gangapur, Nashik within the limits of Nashik Municipal Corporation and Sub-Registration of Nashik city, Taluka and District Nashik. which is more particularly described in SCHEDULE – II is owned by Vendor.

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AND WHEREAS the vendor i.e., Mr. Sunil Eknath Hire has purchased Flat No.

O5 having total built-up area of 725.00 Sq. Feet i.e., 67.37 Sq. Meters + Parking area of 9.293 Sq. Meters on the Third Floor, in the residential project known its area of 9.293 Sq. Meters on the Third Floor, in the residential project known its area of 9.293 Sq. Meters on the Third Floor, in the residential project known its area of 9.293 Sq. Meters on the Third Floor, in the residential project known its season of the Third Floor, in the residential project known its season of the Third Floor, in the residential project known its season of the Third Floor, in the residential project known its season of the Third Floor, in the residential project known its season of the Third Floor, in the residential project known is season of the Third Floor, in the residential

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AND WHEREAS the Collector, Nashik has allowed to convert the use of the properties mentioned in the Schedule-I hereinbefore for Non-agricultural properties mentioned in the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenue Code, 1966, purpose as per the Section-44 of the Maharashtra Land Revenu

AND WHEREAS Developers & Builders has prepared Building Plan for the construction of building for Residential units and is approved by the Executive Engineer (Town Planning) of Nashik Municipal Corporation by its Sanction of Building Permit & Commencement Certificate bearing No. LND/BP/SAT/B1/35/403 on dated 23/04/2014.

AND WHEREAS the Builders have been constructed the said proposed building consisting of residential units on the said property according to the plans, designs, sanctioned Building Permit & Commencement Certificate approved by the concerned Local Authority. The construction of the proposed building was commenced, completed and obtained Completion/Occupancy Certificate from the Executive Engineer (Town Planning), Municipal Corporation, Nashik vide Completion Certificate bearing No. NaNiVi/B-1/29252/2022 on dated 18/02/2022.

AND WHEREAS the Developers & Builders subjected the property mentioned in the Schedule-II i.e. the "Modern Symphony Apartment" Condominium to the provisions of 'The Maharashtra Apartment Ownership Act' 1970' u/s 5 and under Rule 3 of 'The Maharashtra Apartment Ownership Rules' 1972' and executed a 'Declaration Deed of Apartment'. And whereas therein declared and known as "Modern Symphony Apartment" Condominium constructed on the property and as mentioned in the Schedule-II This 'Declaration Deed of Class 2, Nashik-2 at Sr. No. NSN-07-3737-2019 on dated 16/08/2019 and of the said 'Declaration Deed of Apartment'

Page | 3

A THE RESERVED

ADV. BHUMINI
V. BHAWSAR
Nashik Distric
Maharashtta
REG. No. 15091720 o
Valid upto 15/10/802

NOW THIS EARNEST RECEIPT (VISAR PAVTI) WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD & SETTLED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

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page | 3

- 1. That the Vendor has hereby Agree to sold, transferred, and conveyed to the Purchaser the constructed Flat No. 05 having total built-up area of 725.00 Sq. Feet i.e., 67.37 Sq. Meters + Parking area of 9.293 Sq. Meters on the Third Floor, in the residential project known as "Modern Symphony Apartment" standing on plot more particularly described in the SCHEDULE subject to the terms and conditions stated in this Agreement.
- 2. That in pursuance of the terms and conditions agreed to in between the Vendor and Purchaser of the total consideration for the said Flat is fixed and agreed at Rs. 21,00,000/- (Rupees Twenty-One Lakhs Only) and the Purchaser have paid part amount as mentioned in the payment schedule written herein below.

## **PAYMENT SCHEDULE**

Amount of Rs.	Particulars
Rs. 25,000/-	(An amount of Rupees Twenty-Five Thousand only) paid by the Purchaser to the Vendor by Phonepe, Transaction Id No. T2409041056300797025800, UTR No. 424835676758, on dated 04/09/2024 and the Vendor acknowledges the receipt of same.
Rs. 1,85,000/-	(An amount of Rupees One Lakhs Eighty-Five Thousand only) paid by the Purchaser to the Vendor by Cheque No. 00004 of Bank of Baroda, Golf Club Branch, Nashik, and the Vendor acknowledges the receipt of same.
Rs. 18,90,000/-	(An amount of Rupees Eighteen Lakhs Ninety Thousand Only) Will be paid by the Purchaser to Vendor by Taking Loan from Any Bank or Institution with in 2 Months.
Rs. 21,00,000/-	Total Amount of Rupees Twenty-One Lakhs Only.

3. The Vendor hereby convey and agree to transfer by way of these Earnest Receipt (Visar Pavti) all that the said Flat premises described in the Schedule - II written herein under TOGETHER WITH ALL the things Schedule - II written herein or standing thereon, privileges, easements, permanently attached thereto or standing thereon, privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said Flat premises and shares in the said plot property or any part thereof belonging premises and shares in the said plot property or any part thereof the Vendor to the property of the Vendor to the vendo

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4. The said Flat is Vendor has not created any charge by way of lien, lease, gift, oral or written agreement, will, etc. and the Vendor covenants and indemnifies the Purchaser with any charge, encumbrance or defect in title if found with respect to the said Flat premises. The Purchaser have verified the title of the said Flat premises and said plot property and is satisfied about the same.

- 5. The Purchaser shall be entitled to have and to hold the possession, occupation and use of the said Flat premises along with the shares in the said property & to use common parking provided with the other member/Purchaser and the Purchaser shall hold the same unto and to the use and benefits of the Purchaser their executors, successors and assigns forever without any claim, charge, rights, interest, demand or lien of the Vendor or any other persons claiming through or under them.
- The Purchaser will become the absolute owner of the property and peaceful possession will be hand over to them at the time of final Sale Deed and Vendor will not create any dispute regarding handing over the possession.
- 7. The Purchaser shall use and utilize the said Flat property for residential purposes and not for any illegal and immoral purpose and shall not store or allow to store any dangerous /inflammable articles/ goods in the said property. The Purchaser shall not do any work which would jeopardize the soundness or safety of the building or reduced the value thereof or impair any easement to the said property. That the Purchaser has examined the title of the Vendor/landowner/builder to the said property and has seen the documents of title and is satisfied about the title of the said property, so also the Purchaser has taken the inspection of the plans and specifications of the constitution approved by the Nashik Municipal Corporation and it is satisfied about the same.

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8. That the Vendor do hereby covenants with the Purchases that the said Vendor will pay and clear all the dues, taxes, outgoings, electricity charges, etc. of the said Flat premises which are imposed by concerned authorities the Purchaser shall be responsible for the payments of all the dues, taxes, outgoings, & building maintenance charges, and all other charges are required for building purpose.

Any deposit in respect of the said apartment/society i.e., one time maintenance etc. will transferred in the name of Purchaser.

10. All the expenses arising out of this Earnest Receipt (Visar Pavti) such as Stamp, Typing and Xerox charges, legal charges and other incidental expenses are borne and paid by the Purchaser alone.

### **SCHEDULE - I**

### (DESCRIPTION OF PLOT NO. 03)

All that piece & parcel of the immovable property bearing Plot No. 03 [Three] area measuring 251.59 Sq. Meters + D Zone T.D.R area of 100.00 Sq. Meters out of Survey No. 95, situated at village. Gangapur, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik and boundaries are as under: On or towards by.

	Plot No. 03 [Three].
East	: Plot No. 04 [Four].
West	: Plot No. 02 [Two].
South	: Survey No. 169 p.
North	: 7.5 Meters Wide Colony Road.

# SCHEDULE - II

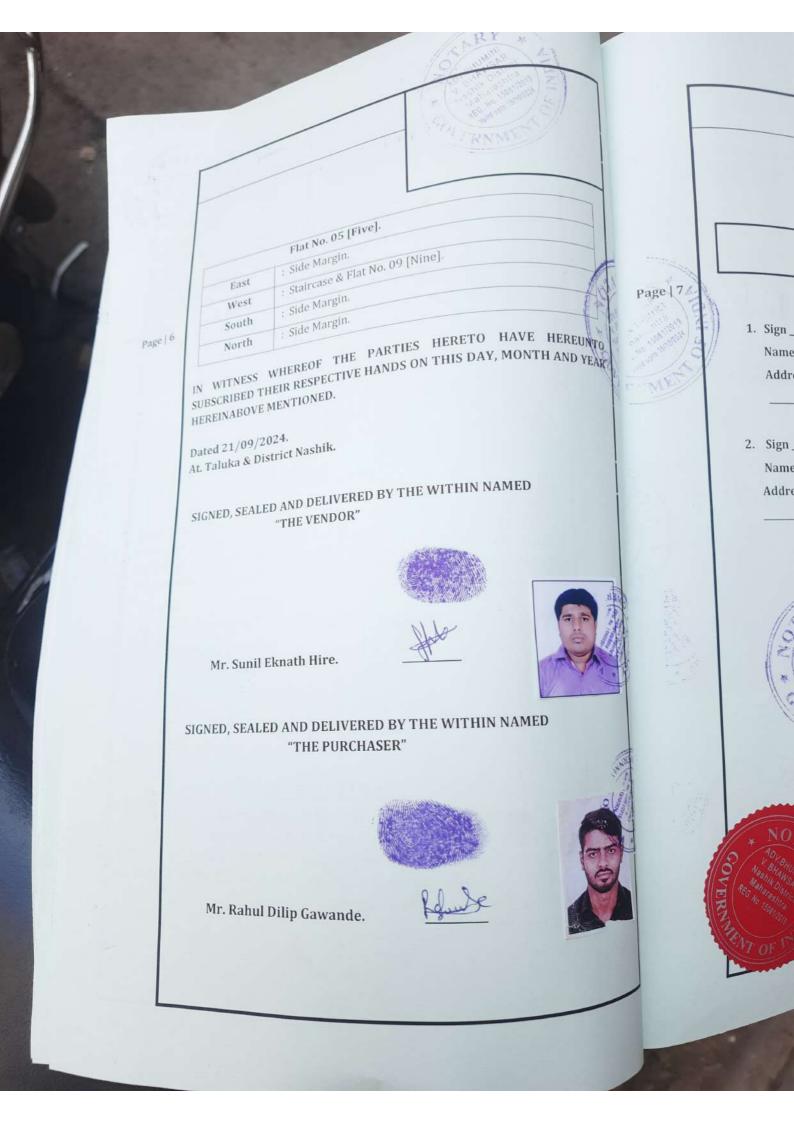
(ABOVE REFERRED TO (DESCRIPTION OF Flat No. 05 [Five])

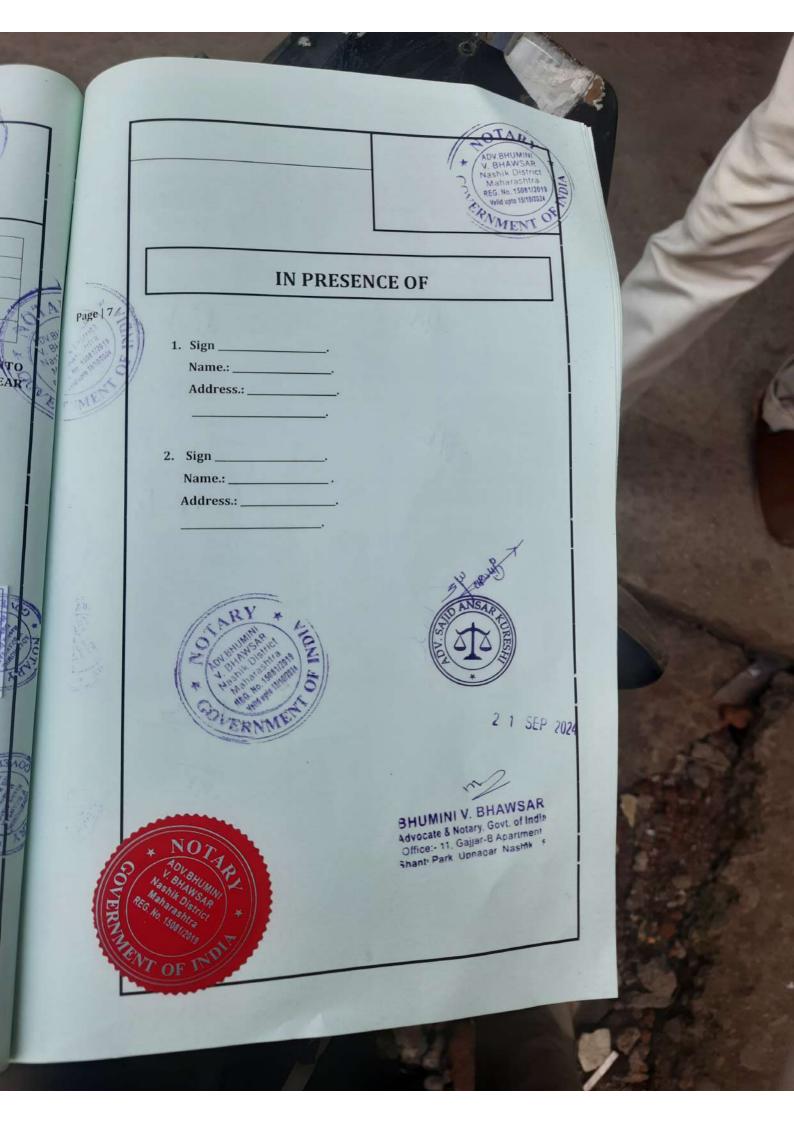
All these pieces and parcels of the Flat No. 05 [Five], having total built-up area of 725.00 Sq. Feet i.e., 67.37 Sq. Meters + Parking area of 9.293 Sq. Meters on the Third Floor, in the residential project known as "Modern Symphony Apartment" and boundaries are as under.

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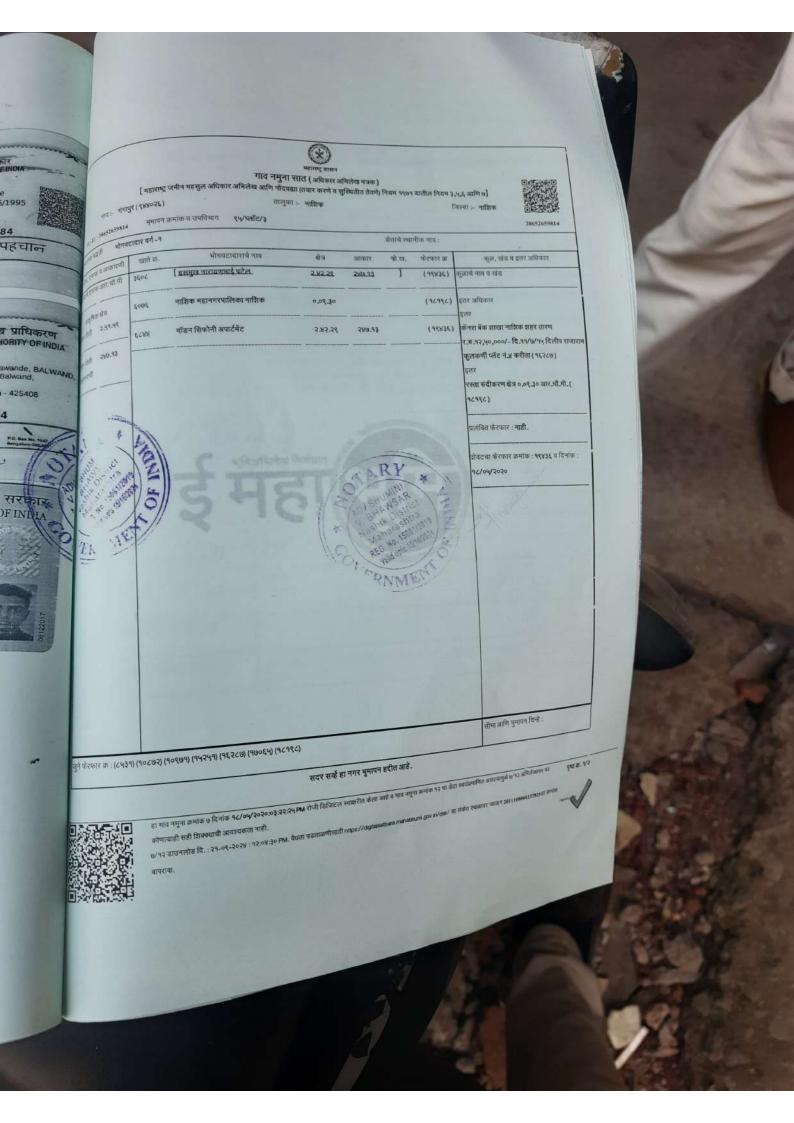
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(1)विलेखाचा प्रकार	0		
(2)मोबदला			
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	्र पालिकेचे नाव:नाशिक म.न.पा	.इतर वर्णन :, इतर माहिती: मौजे गंगापूर,ता.व प्लॉट नं. 3 यासी एकूण क्षेत्र 251.59 चौ.मी. पैकी प्लॉटने अपार्टमेंटचे घोषणापत्र( ( Survey	
(4) भू-मापन पोटहिस्सा व घरक्रमांक(असल्यास)	जि.नाशिक येथील स.नं.95 मधारा क्षेत्र 242.29 चौ.मी.यावरील मॉड- Number : 95 ; Plot Number : 2		
	242.29 चौ.मीटर		av x
(5) क्षेत्रफळ		22-47	The state of the s
(6) आकारणी किवा जुडी देण्यात असेल	- Fre-3	लग-54 पत्ताः-प्लॉट नंः -, माळा नंः -, इमारतीच नीवः	Bright of 1
तेव्हा. (7) दस्तऐवज करून देणा.या/लिहून ठेवणा.या पक्षकाराचे नाव किवा दिवाणी न्यायालयाचा हुकुमनामा किवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री.हसमुख नारायणभाई पटल ऋषिराज रो-हाऊसेस,पाइपलाईन रोड, पिन कोड:-422013 पॅन नं:-ACLPP97	न वय:-54 पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: आनंदवल्ली,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नाशिक 754H	PES TO STATE
(४)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता		ARY *	
(9) दस्तऐवज करुन दिल्याचा दिनांक	16/08/2019		
(10)दस्त नोंदणी केल्याचा दिनांक	16/08/2019	2 24/1/24/10 Z	
(11)अनुक्रमांक,खंड व पृष्ठ	3737/2019	The state of the s	76-36
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100	To really and	HE 19031
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100	PONME	1
(14)शेरा		and the same of th	1 98-
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता ना तपशील द्स्तप्रकारनुसार आ	ही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाच वश्यक नाही	11
मुद्राक शुल्क आकारताना निवडलेला अनुच्छेद :- :	Affidavit		



