Onginal. नोंदणी ३९ न. Rean, 39 M

Friday, July 20, 2007 1:03:55 PM

पावती

पावती क.: 6413

गावाचे न व नाशिक नगर पालिका हद्द मीजे

दिनांक 20/07/2007

दस्तऐवजाचा अनुक्रमांक

नसन5 - 06290 - 2007

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: अंजली अशोक नारंग

नोंदणी फी

17000.00

नवकल (अ. 11(1)), पृष्टांकनाची नवकल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (27) 540.00

17540.00

आपणास हा दस्त अंदाजे 1:18PM ह्या वेळेस मिळेल

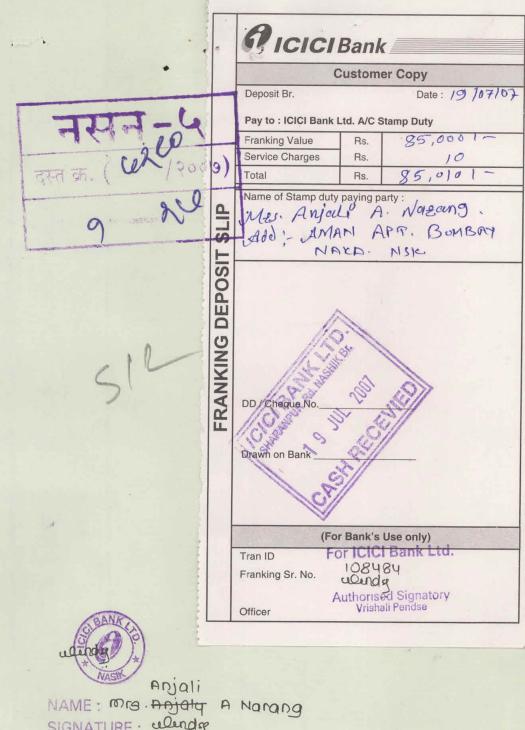
दू.नि.का-नाशिक 5

बाजार मुल्यः 1110900 रु. मोबदलाः 1700000रु. भरलेले मुद्रांक शुल्क: 85000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे:

बॅकेचे नाव व पत्ताः ICICI बॅक शाखा. नाशिक:

डीडी/धनाकर्ष क्रमांक: 3746; रक्कम: 17000 रु.: दिनांक: 18/07/2007



SIGNATURE: wounding

AMOUNT OF FRANKING: 85000 -

WORDS: Eighty Five Thousand only

|| SHRI ||

Consideration Value Rs.17,00,000/-

Government Valuation Rs.11,13,000/-Stamp Duty Rs. 85,000/-

Valulation Zone No. 1.72

AGREEMENT FOR SALE

greement for sale is made & executed on this 18 of the Month of h the Christian year 2007 A.D. At Nashik.

or ICICI Bank Ltd.

13:38

नस्पन-५ दस्त क्र. (०८९१००७) २—२७

SIS

BETWEEN

M/s. SIDDHI BUILDERS & DEVELOPERS - Proprietary Firm, through its proprietor Shri. Jagdish Vishwanath Kankrej, Age - 39 years, Occupation - Business R/o. Shubham Residency, Gangapur Road, Nashik - 5, herein after referred to as "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, its Proprietor and his heirs executors & administrators representatives and assigns) of the ONE PART. (PAN AHBPK - 6760 D)

AND

1]Mrs.Anjali Ashok Narang, Age - 49 years, Occ. -Business,(Pan No.ACRPN 3275H)

2]Mr.Kapil Ashok Narang, Age-24 years, Occ. - Business, (Pan No. ACTPN 3367Q) both R/o. 2, Aman Apartment , Gaikwadnagar, Mumbai Naka, Nasik, Nasik - 1. Hereinafter referred to as the PURCHASERS (which expression unless it be repugnant to the context or meaning thereof, shall mean and include her heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS:

(1) The Vendor is seized and possessed of and otherwise well and sufficiently entitled to a Non-Agricultural Piece of land bearing Revenue Survey No. 657/B, Plot No. 09, corresponding C.T.S. No. 6786, Final Plot No. 380 admeasuring 587.03 sq.mtrs. situated, lying and being at Village Nasik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik within the limits of Nashik Urban Agglomeration, (more particularly described in the scheduled - 1, hereunder written and hereinafter referred to as the "Said Property" for the sake of brevity).

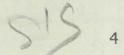
(2) AND WHEREAS the said property has been converted for NonMagricultural use vide the order of Collector of Nashik bearing No.

ENA/SR 63/58, Dated 7.11.1958.

514



- (3) **AND WHEREAS** the said property falls within the residential zone of the Development plan of Nashik and that the tenure of the said property is free hold and marketable.
- AND WHEREAS the Vendor has purchased the said property (4) from Shri. Haribhau Namdeo Wagh, Shri. Punja Shankar Maolde, Sou. Suman Shamkant Kour, Sou. Asha Baburao Tidke, Sou. Shobha Shivaji Walunj, Shri. Jagannath Vitthal Ghumare, Shri. Narayan Vitthal Ghumare with the consent of Shri. Gulabrao Sitaram Patil, Shri. Murlidhar Vedu Aher (Deceased) through his legal heirs Smt. Vijaya Murlidhar Aher, Shri. Rajesh Murlidhar Aher, Shri. Ashish Murlidhar Aher, Miss. Namrata Murlidhar Aher alias Sou. Namrata Deepak Deore & Miss. Aarti Murlidhar Aher alias Sou. Aarti Rahul Ghotekar vide Sale Deed dated 20.5.2006 which is registered in the office of Sub-Registrar, Nasik on 25/5/2006 vide Registration No. 2908/2006. In pursuance of execution of the said Sale Deed, the name of the present vendor is entered into records of rights of the said property vide M.E. No. 55620. The Vendor has decided to construct a multi-storied building consisting of various premises and the building shall be known as PADMA VISHWA CENTRE (hereinafter referred as the said building) on the said property, consisting of Shops, Offices, Rooms, open parking spaces, covered parking spaces and such premises as per the approved building plans, with a view to sell the said premises therein on OWNERSHIP BASIS to the intending Purchasers.
- sq.mtrs. out of the Development right certificate of the Nasik Municipal Corporation, bearing Folio No. 169 Certificate No. 169 dated 16/7/2005 from the certificate holder Smt. Indira Murlidhar Somwanshi & Others through their power of Attorney Holder Shri. Chandrakant Trimbakrao Rajebahadur & Viraj Estates Pvt.Ltd. through its director Shri. Chandrashekhar Babulal Shah vide Sale Deed Dated 9/6/2006. The said Estate Deed is registered in the office of Sub-Registrar of Nasik on 16.2006 vide Registration No. 3277/2006. The said T.D.R. has been utilized by the vendor for construction of the proposed building on the said property. Thus the vendor herein is entitled to develop the said property and to errect building thereon as per the sanctioned Building plans.





- (6) **AND WHEREAS** the Vendor has prepared Building Plan of the proposed building and got it sanctioned from the Nashik Municipal Corporation vide building permission order No. LND/BP/WS/Nashik/A-1/150, dated 8/8/2006. And taken completion as per no.7488 Dt.6/6/2007.
- (7) AND WHEREAS, Title certificate in respect of the said property and the proposed construction has been issued by Adv. Nandkishor H. Lahoti of Nasik on 25/09/2006.
- AND WHEREAS, the vendor has at the request of the Purchaser (8) agreed to sell to the Purchaser Room/ Office No.107 as per N.M.C. approved plan room no.6 at First floor) admeasuring 52.9 sq.mtr.i.e.570 Sq.ft. situated on First floor out of the said "PADMA VISHWA CENTRE" on the terms and conditions appearing hereunder. The builtup area of the said Office shall be calculated as follow. measurements of office are calculated on the basis of carpet area.the carpet area means the measurements before plastering including cupboard, balcony & ota. No deduction shall be made for structural members of the building like columns, beams, shafts, skirting, dados in the room, passage, shelves in the at the floor level & shall be considered as full dimensions for carpet area measurement. The proportionate area of staircase, passages and parking have been added in the carpet area and thereafter the net built-up area of each office is mentioned herein under. The carpet area of the said office is less than the built up area as per building plan. Built up area is calculated on the basis of actual built-up plus proportionate area of stair case and passage, stilt, slab etc. which will be divided equally and alternatively it shall be to the tune of 30% more of the carpet area. It is also made clear that if individual and independent terrace is provided to the office then 50% area of the terrace shall be included in the built-up area of the said office.

AND WHEREAS the Purchaser has seen all the documents relating to the title of the said property and also the Building permission, N.A. permission, Title Clearance Certificate, Building plan of the said building and has satisfied himselves about the title of Vendor to built the proposed building on the said property and shall not hereafter question the same. Being satisfied with the Title of the said property and the title of the Vendor to construct and to sale the aforesaid premises, the

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purchaser has decided to purchase the said premises from the Vendor on the terms and conditions appearing hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- The Vendor has started construction of a building known as **PADMA VISHWA CENTRE** (hereinafter referred to as the **THE SAID BUILDING**) on the said property, described in the First Schedule annexed hereunder and in accordance with the approved Building plans and specifications. The building plans of the said building are prepared by Engineer Shri. Ravi Amrutkar of Nashik.
- The Building plans of the said building has been sanctioned by the Nashik Municipal Corporation, vide their order No.LND/BP/WS/ Nasik/A-1/150, dated 8.8.2006. The sanctioned building plans from the Nasik Municipal Corporation are open for inspection at the building site or at the office of the Vendor.
- The Purchaser has inspected the Building plans and also the particulars of the specifications and amenities in accordance with which the said Building shall be constructed. The Vendor will be entitled to make such changes in the building plans as the vendor may deem fit and as may be approved by the Nashik Municipal Corporation, Nashik and other concerned Authorities and the Purchaser hereby agrees to the same. This Agreement shall operate as an irrevocable consent of the Purchaser to the Vendor authorizing him for carrying out changes in the Building plans & the purchaser hereby gives his irrevocable consent to the said persons carrying out such changes, revisions and/or modifications to the said building plans. Provided, however that the express consent of the Purchaser shall be necessary, if the proposed changes directly affects the premises sold under this Agreement.

The Vendor shall sell and the Purchaser shall purchase Room/ Office No.107 (as per NMC approved plan Room No.6 at First floor) out of said building (hereinafter for the sake of brevity referred to as "THE SAID PREMISES") admeasuring about 52.9 sq.mtr. i.e.570 Sq.ft.situated on First floor of the said building





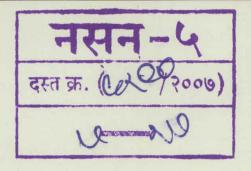
(more particularly described in the Second Schedule written hereunder).

5) The Purchaser has agreed to pay to Vendor sum of Rs. 17,00,000/- (In words Rs. Seventeen lakhs only) as the purchase price in respect of the said premises. The Purchaser agreed to pay to the vendor the agreed price in respect of the said premises in the manner appearing as under:-

ſ	Amount	Particulars
	Rs.4,00,000/-	Received till today by Ch.no.57715 &57719 of Shree Padmashree Dr.Vitthalrao Vikhe Patil Co.op.Bank Ltd.
-	Rs.13,00,000/-	To pay before 30/7/2007
-	Rs.17,00,000/-	Total Rs.Seventeen Lacs only.

- The Vendor agreed to give possession of the said premises to the purchaser on receipt and realization full and final payment of the agreed amount of consideration in respect of the said premise as mentioned hereinabove. TIME IS THE ESSENCE OF THE CONTRACT.Purchaser also agreed to pay sevice tax or vat if any proposed by Government authority.
- Agreement is agreed to be paid by Purchaser to purchase the structure of the said Room / Office only. The land described in the First Schedule written hereunder shall belongs to the Vendor alone & the purchaser shall have no rights, title or interest in the said land. The Purchaser herein shall be entitled to use the open space in front of the said Room/Office as an access thereto. The Purchaser shall not park any vehicle, Cart, hand cart, bicycle or any thing used for transportation other than the space provided for it in the "SAID BUILDING" by the Vendor.

It is hereby expressly agreed that the Vendor shall be entitled to sell the premises in the said project for the purposes of using the same as Guest House, dispensaries, Nursing Homes, consulting rooms, maternity homes, for Commercial and/or any other lawful user.



- 9) It is specifically agreed that the Purchaser herein shall have no right of any nature whatsoever to object to the Vendor and/or others authorized by them for carrying out any other construction or development work on the said property described in the First Schedule written hereunder. Even after the said building is completed and the occupation/ possession of the respective premises is handed over to the Purchaser of the various premises therein, the Vendor and/or others authorized by him shall have a right to carry out further development work on the said property.
- The Purchaser shall have no right on the top terrace of the said 10) building. The Vendor alone shall have right to use the said terrace for further construction thereon or for addition of construction on the said terrace. The said additional construction on the said terrace shall be the sole property of the vendor alone and who shall be entitled to dispose off the same as per his choice. The purchaser hereby gives her irrevocable consent to the Vendor for carrying out such additional construction, alteration, modifications as he may deem fit. For this purpose the Vendor shall be entitled to use staircases, open spaces, parking spaces or any other part of the building & ground for carrying out such construction work. The Vendor is also entitled to sale and/ or to give on lease and/or on any other basis the top terrace of the said building for the purpose of erection of Mobile Tower, Advertisement hoardings etc. The purchaser herein shall not object for the same.
- 11) The terrace on the top floor on the said building including the parapet wall shall always be treated as the exclusive property of the vendor. The vendor alone shall be entitled to use the terrace as well as parapet wall for any purpose including display of advertisement, signboard or any other purpose. The purchaser herein shall not be entitled to raise any objection for the same.

The Vendor shall have a right to make additions to the said building which shall be the property of the Vendor and the vendor shall be entitled to dispose off the same in such manner as he may deem fit and the Purchaser will not in any manner object to the Vendor carrying out any additional construction work in the Building and disposing off the same. However it is expressly



agreed between the parties hereto that the consent in writing of the Purchaser shall be necessary if the additional construction is to be constructed in the said premises agreed to be purchased by the purchaser under this agreement.

- 13) It is hereby expressly agreed and provided that, so long as it does not in any way affect or prejudice the right hereunder granted in favour of the purchaser in respect of the said premises agreed to be purchased by the Purchaser, the Vendor shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of his right, title or interest in the various premises of the said project.
- 14) In case if any amount in respect of the said premises remains unpaid by the Purchaser under the terms and conditions of this Agreement the Vendor shall have a right of first lien and charge on the said premises agreed to be purchased by the Purchaser.
- 15) The various Purchasers (including the Purchaser herein) shall maintain at their own costs the said premises agreed to be purchased by them and shall abide by the bye-laws, rules, and regulations of the Government, Nashik Municipal Corporation. and any their Authorities and local bodies and shall observe and perform all the terms and conditions contained in this Agreement.
- The purchaser hereby agreed to pay all the amounts payable under the terms of this agreement as & when they become due & payable, time in this respect being the "ESSENCE OF CONTRACT". Further the vendor is not bound to give notice requiring such payment & the failure thereof shall not be pleaded as an excuse for non-payment on respective due dates by the purchaser.

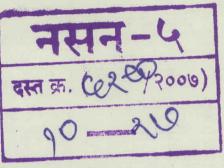
The purchaser hereby covenants with the vendor to pay the amounts liable to be paid by the purchaser under this agreement to observe & perform the covenants & conditions contained in this agreement & to keep the vendor indemnified against the said ovenants & conditions except so far as the same ought to be observed by the vendor.



- The Purchaser shall deposit with the vendor a sum of Rs. 30,000/- (In words Rs. Thirty Thousand only) towards the installation of Electric Connection. On demand the purchaser agreed to pay to the Vendor the expenses in respect of the aforesaid facilities i.e. electric connection, water connection bore well D.P. transformer charges, documentation charges and legal fees etc. before delivery of possession of the said premises. In the event of any portion of the said plot is required by M.S.E.B. for installing transformer or any other unit, the vendor shall be empowered to give such portion on such terms and conditions as the vendor may deem fit.
- 19) Upon delivery of possession of the said premises the Purchaser shall not at any time demolish or cause to be done any alternations or additions of whatsoever nature to the said premises or any part thereof. The Purchaser shall keep the said premises walls, Partition walls, sewers, drains, pipes and appurtenants in good and tenantable conditions and repair so as to provide shelter and protect the arts of the said building other than his premises. The purchaser shall not permit for closing of verandah or lounges or balconies or make any alterations in the elevation and outside colour scheme of the premises to be acquired by him.
- 20) After the possession of the premises is handed over to the purchaser, if any addition or alterations in or about or relating to the said building are required to be carried out by the Government, Municipal Corporation or any other statutory authority the same shall be carried out by the purchaser and vendor shall not be in any manner liable or responsible for the same.

Letters, receipts and/or notice issued by the Vendor dispatched Under Certificate of posting to the address known to him of the chaser will be sufficient proof/ receipt of the same by the Parthaser and shall completely discharge the Vendor.

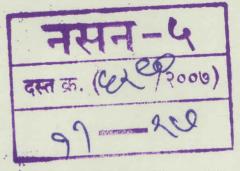
Purchaser shall not without the written permission of the yendor let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of her premises nor



assign under let or part with her interest under or the benefit of this Agreement or any part thereof in the premises, until the execution of final conveyance in favour of the Purchaser and till the Purchaser shall have paid to the Vendor all the dues payable hereunder. It is agreed that in the event of the Purchaser transferring her interest under this Agreement or in the said premises before the execution of the conveyance as aforesaid and before payment to the vendor the entire purchase price payable hereunder, the Purchaser shall pay to the Vendor transfer fee at the rate of two percent on the purchase price payable by the Purchaser to the Vendor in respect of the said premises as herein mentioned. However the purchaser shall be entitled to obtain loan from any financial institution or bank with the written consent of the Vendor.

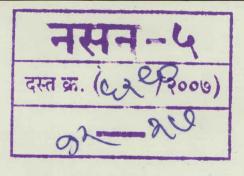
- 23) The Purchaser shall not use the premises or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises of the said Building and the said project or to the owners or occupiers of the neighboring properties nor for any illegal or immoral purpose.
- 24) The Purchaser shall not decorate the exterior of his premises otherwise than in the manner as near as may be in which the same was previously decorated.
- 25) The Purchaser shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out of her premises in the compound or portion of the said Building.
- 26) The Purchaser herselves with an intention to bind all persons into whosoever hands the premises may come, both hereby covenant with the Vendor as follows.

the construction or structure of the said premises or storing of which goods a objected to by the concerned local or other authorities. On the account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.



- (b) To carry at his/her own costs all internal repairs to the said premises and Maintain the premises in the same condition, state and order in which it was delivered by the Vendor to the purchaser and shall not do or Suffering to be done anything in or relating to the building in which the premises is situated or the premises which may be given under the rules, regulations and bye-laws of the concerned Local Authority or other Public Authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be Responsible and liable for the consequences thereof to the concerned Local Authority and/or other public authority.
- (c) To bear and pay increase in local taxes, water charges, insurance, vat tax , Sevice tax charges and such other levies, if any, which are imposed by the concerned local Authority and/or Government and/or other Public Authority on account of change of User of the premises by the purchaser.
- (d) Until the premises agreed to be purchased by the purchaser under this Agreement is separately assessed by the N.M.C. for Municipal tax; the purchaser shall pay his proportionate share of taxes that may be levied for the entire building to the vendor. The vendor shall determine such share according to the premises agreed to be purchased by the Purchaser under this agreement.
- 27) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to her.
- 28) The Purchaser shall present this agreement as well as the document of transfer of the said premises at the proper Registration office and the Vendor will attend such office and admit execution thereof.

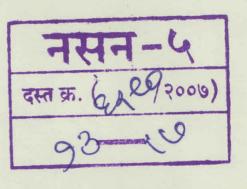
Purchaser shall not be entitled to claim partition of his/her shall in the said building and the same shall always remain individed and impartible.



- 30) The original hereof shall remain with the Purchaser who will lodge the same for registration with the Sub-Registrar of Nashik and the Vendor will attend the Sub-Registry and admit execution thereof after the Purchaser sends written information of the number and date on which the same is lodged for registration.
- 31) It is hereby expressly agreed that the costs of extra amenities and specification in the said premises provided by the vendor shall be charged separately. The cost and expenses of such extra amenities and specifications shall be paid by the Purchaser on demand by the Vendor. The Purchaser shall also be liable to pay to the Vendor the cost of construction in case if the height of the premises of the Purchaser shall have been increased. The said amount shall be paid by the Purchaser on the demand of the Vendor, in advance.
- 32) The Purchaser shall have to bear expenses of stamp duty, typing, xerox registration charges and such other expenses for registration of this Agreement for Sale & final conveyance or Sale Deed in respect of the said premises.
- 33) The Vendor shall submit the said project under the provision of Maharashtra Apartment Ownership Act 1970 and the provisions made thereunder. Accordingly Declaration of Apartment in respect of the said building is executed by the Vendors with the Sub-Registrar of Nashik as per Sr.No.3836/2007 Dt.7/5/2007. In pursuance whereof the Vendors will execute and register Deed of Apartment in respect of the said premises in favour of the Purchaser herein after getting entire amount of consideration from the Purchaser and upon delivery of possession of the said premises.

34)

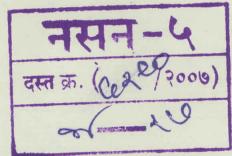
The Purchaser herein agreed that she will become member of the said Apartment Owners Association. The said Apartment Owners Association will be known as " PADMA VISHWA CENTRE". The Pules Regulations and Bye-laws of the said Apartment Owners Association shall be binding upon the Purchaser and the Purchaser shall be liable and responsible to pay the subscription time and any other charges of the said Association from time to time.



- 35) The Purchaser hereby declares that before execution of this Agreement, the vendor have made full and complete disclosure and the purchaser/s has taken full and free inspection of the particulars and disclosure of the following.
- (a) Nature of Vendors title to the said property and all encumbrances if any thereto along with all relevant documents.
- (b) All plans and specifications duly approved and sanctioned by the Nashik Municipal Corporation.
- (c) Nature and particulars of fixtures, fittings and amenities to be provided in the said premises which shall be constructed on the said property.
- (d) All particulars of design and materials to be used in construction of the said premises on the said property.
- (e) The nature of organization of persons, i.e. "Apartment Owners Association" to be governed by the Maharahstra Apartment Ownership Act, 1970.
- (f) The Various amounts that are to be paid inter alia towards the ground rent, revenue assessment, municipal and other taxes, water and electricity charges deposits etc.
- The Purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the vendor to the purchaser, the purchaser/s has entered into this agreement with full knowledge of facts.

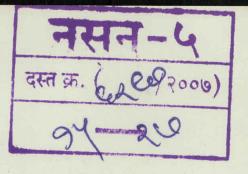
37)

Notwithstanding anything stated in this agreement anywhere the said premises agreed to be acquired by the purchaser herein shall be provided with the amenities and/or the specifications which are set out in the Third schedule hereunder written and that the Vendor shall have right without any reference to the Purchaser to vary or modify such amenities or specifications and the Purchaser shall not raise any objection in respect thereof.



- 38) The Purchaser admits having taken inspection of all the documents required to be given by the Vendor under the provisions of the Maharashtra Ownership Flats Act and Maharashtra Apartment Ownership Act 1970. The purchaser hereby agrees and confirms that the Vendor shall have irrevocable rights for the purpose set out herein and the vendor shall be entitled to exercise the same as if the purchaser had given the written prior consent to the vendor as required under the aforesaid Acts and with a view to remove any doubts the purchaser hereby confirms upon the Vendor the right, authority for the purpose set out herein below:-
- (a) Without modifying the plans of the said premises the Vendor shall be entitled to amend, modify and/or vary the building plans and/ or the Layout and / or sub-division plan and also the specifications in respect thereof.
- (b) The Vendor shall be entitled to demolish the existing or new structures or any parts or portion thereof, which is not directly or indirectly related to the said premises.
- (c) The Vendor shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or any other property or otherwise on the said property at present or in future.
- (d) The Vendor shall be entitled after consuming such balance and/or additional F.S.I. by constructing tenements and building or to sell such tenements for such permissible users as the Vendor may think fit and proper. The vendor shall be entitled to sell such additional premises to any person or persons for such consideration as the vendor may in his absolute discretion deem fit and proper subject to the rules and regulations of Nashik unicipal Corporation and/or other concerned authorities.

The structure which may be put up consuming the balance and/or additional F.S.I. available for the F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen



and approved by the Purchaser even though such plans may be sanctioned in future.

- (f) The Vendor shall also (till the time the construction of the said building is completed and building completion certificate is obtained and conveyance is executed) be entitled to consume additional F.S.I. and/or balance F.S.I.
- (g) The Purchaser of the said premises herein shall not have any right, claim or interest in respect of the open spaces, parking spaces (other than allotted) and common areas and that the right of the purchaser is confined only to the said premises agreed to be sold under this agreement.
- (h) The purchaser hereby agrees and undertake to execute and deliver a letter according to consent under section 7 of the Maharashtra Ownership Flats Act 1963 without raising any objection.
- 39) The Purchaser hereby agrees to pay all the amounts due and payable under this Agreement on the stipulated date. If the Purchaser fails to comply with or contravene the provisions of this Agreement, they shall be liable to actions contemplated under Section 1 of the Maharashtra Ownership Flats Act 1963.
- 40) The Vendor hereby agree on demand and payment of reasonable charges to give true copies of the documents to the purchaser mentioned in Rule 4 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction Sale, Management and Transfer) Rules, 1964.

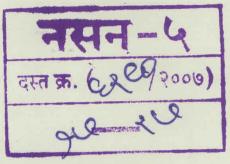
Until the said property is conveyed and transferred by the Vendor to the Apartment Owners Association by execution of a document cansfer as herein provided and/or possession of the said property is delivered by the Vendor to the Apartment Owners Association and intimation of the same is received by the Peroneser from the Vendor, the Purchaser shall be bound and habit to pay to the vendor regularly and punctually all centributions and other amounts to be paid by the Purchaser to the Vendor under this Agreement and the Purchaser shall not



withhold any such payment to the Vendor. However, if the Vendor in his absolute discretion so desire, he shall be entitled to entrust the management of the said property to the said Apartment Owners Association, the Adhoc committee of the purchasers of the said premises for looking after maintenance and management only, including collection and disbursement of contribution from the Purchaser of the said premises in the said property towards payment of outgoings and expenses referred to herein, then in such event the vendor shall not be under and expenses or any of them or be liable for any consequence arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities and liabilities in that behalf shall be of the said Apartment Owners Association or the Adhoc Committee of the Purchasers to the said premises as the case may be. In the event not affect the rights of the Vendor provided under this Agreement, not such act on the management being entrusted as provided hereinabove, the rights to manage the said premises and the said property and pay the outgoings and the same shall the part of the vendor shall be deemed to be a waiver of the right of the Vendor under this Agreement.

The Purchaser is aware that the Vendors shall be paying the 42) maintenance, municipal taxes and all other outgoings in respect of whole or part of the said Property for and on behalf of the purchaser of the said premises and it shall be paramount responsibility of the purchaser to pay all the outstanding regularly. In the event of the default being committed by the Purchaser herein or any of the Purchaser of any other premises in the said property and in such an event the vendor shall not be bound to pay outgoings for and on behalf of such defaulting In the event of any essential supply being sconnected, it shall be the responsibility of the purchasers of said premises and all the purchasers together who shall be dearned to be managers under the provisions of the Maharashtra Whership of Flats Act, 1963 or Apartment Owners Association in espect of the said premises in respect of which possession has

been given to the purchaser by the vendor.



- on possession being taken by the Purchaser, the purchaser shall not be entitled to make any claim, objection, contention or proceedings against the vendor regarding the said premises or the said property or anything connected therewith, the same including area of the said premises, defects, quality of construction, materials, additions of alterations, etc. and the same, if any, shall be treated and deemed to have extinguished and/or waived.
- 44) The Purchaser of the said premises shall be admitted as member of the said association that may be formed with the same obligation as to of other purchasers and other members of such Association as the case may be without any reservation or conditions. No transfer fees, premium or any other amount save and except nominal entrance fees, share money and other moneys paid by all purchasers at the time of formation, shall be charged, to and collected from such members.
- "PADMA VISHWA CENTRE" and the name of the Apartment and the name of the Apartment Owners Association shall bear the name of "PADMA VISHWA CENTRE" as its first name and this name shall not be changed without the written consent of the vendor, things, documents, letters, writings and papers as may be reasonably required by the vendor for further better or more perfectly effectuating or preserving the right and interest of the vendor or for securing the due fulfillment of the provisions thereof.

46)

The Purchaser agrees & undertakes on demand to do, execute & deliver & cause to be done, executed & delivered all act, deeds. Matters, things, documents, letters, writings & papers as may be reasonably required by the vendor for further better or more feetly effectuating or preserving the right & interest of the vendor or for securing the due fulfillment of the provisions thereof.

purchasers & apartment owners association, all amount contribution & deposits including amounts payable by purchaser to the Vendor under this agreement shall always be paid

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नसन-५ दस्त क्र. (७८^९२००७)

punctually by the purchaser to the vendor & shall not be withheld by the purchaser for any reason whatsoever.

- 48) If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the vendor any of the amounts due and payable by
 the Purchaser under the terms and conditions of this Agreement
 (whether before or after delivery of possession) within the time
 herein specified or if the purchaser in any other way defaults or
 fails to perform or observe any of the covenants and stipulations
 on his part herein contained or referred to or prevents the vendor
 from exerting the vendors rights as provided in this Agreement,
 then in that event the vendor shall be entitled to resume
 possession of the said premises and Agreement shall cease and
 stand terminated.
- Any delay or indulgence by the vendor in enforcing terms of this Agreement or any indulgence of giving time to the purchaser shall not be construed 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 the right of the vendor hereunder.
- 50) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulations of promotion of construction, sale, management and transfer) Act 1963 and Maharashtra Apartment Ownership Act, 1970- and the rule made under the said Act from time to time.
- 51) The purchaser shall use the said premises for Commercial purpose or any other lawful purpose permitted by Nashik Municipal Corporation in this respect.

SCHEDULE - I

Description of the said property referred to above.

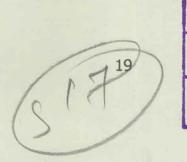
All that piece and parcel of non-agricultural land bearing Revenue survey No. 657/B, Plot No. 9, corresponding C.T.S. No. 6786 & Final Plot No. 380 admeasuring 587.30 Sq.mtrs. together with F.S.I. / T.D.R. adjaceturing 235.00 sq.mtrs. situate, lying and being at Village - Nasik, Taluka and Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and bounded as under:-

d towards the East : By Public Road

for towards the West: By C.T.S. No. 6789 to 6791

on or towards the South: By C.T.S. No. 6787

On or towards the North: By Road





SCHEDULE - II

Description of the said premises sold under this Agreement.

On the aforesaid property a building named as " PADMA VISHWA CENTRE" is under construction, out of the said building the premises of Room /Office No. 107(as per NMC approved plan room No.6 at First floor), admeasuring 52.9 sq.mtr. i.e.570 Sq.ft.(Built-up) Situated on First Floor and bounded as under:-

On or towards the East : Staircase

On or towards the West: Side margin

On or towards the South: office No.106

On or towards the North: Side Margin

SCHEDULE - III LIST OF THE AMENITIES PROVIDED IN SAID ROOM/ OFFICE PREMISES

- 1) R.C.C. framed structure.
- 2) Brick Masonry.
- 3) Concealed wiring with 5 Amp.points 3 nos.& power point 1 No..in each unit
- 4) Concealed Plumbing.
- 5) Diamond/vitrified tile flooring.

6) External plaster with Cement paint.

Nooden flush doors, Oil painted with frames.

rrnal oil bound distemper.



IN WITNESS WHEREOF, the parties hereto and on the duplicate hereof, set and subscribed their respective hands, seals on the day and month and the year first written hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED VENDOR
M/S. SIDDHI BUILERS & DEVELOPERS
through its Proprietor
SHRI. JAGDISH VISHWANATH
KANKREJ

(VENDOR)

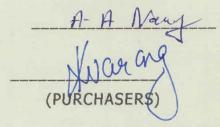
SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED 'PURCHASER' Mrs.Anjali Ashok Narang.

Mr. Kapil Ashok Narang

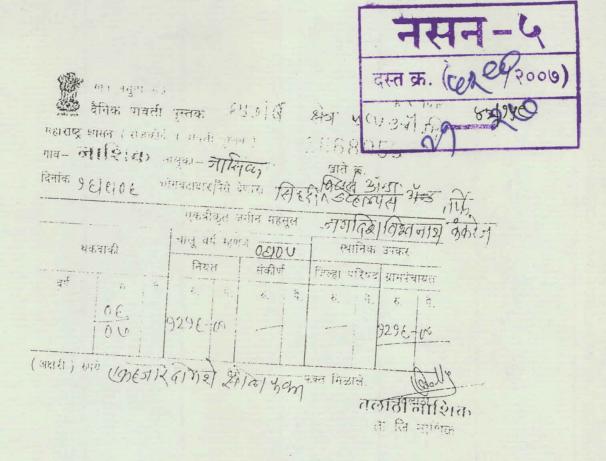
IN PRESENCE OF WITNESSES

1) राज पाराक

2) 218 1901 619/ R. Wig J







PAY ORDER

VALID FOR SIX MONTHS

DATE 18/07/2007

PAY SUB REGISTRAR NASHIK ****

SEVENTEEN THOUSAND ONLY. **** RUPEES

OR ORDER

Rs. **17000.00

पदम्थ्री डॉ. विठ्ठलराव विखे पाटील को-ऑप. बँक लि. PADMASHREE DR. VITTHALRAO VIKHE PATIL CO-OP. BANK LTD.,

Shop No. G-3, Suyojit Avdhoot Tower, Old Gangapur Naka, Gangapur Road, Nashik - 422005. (NSB)

"OO3746" 4225060021:

FOR PADMASHREE DR. VITTHALRAO VIKHE PATIL CO-OP. BANK LTD.,

Muley M. N. AUTHORISE BY GNATORIES

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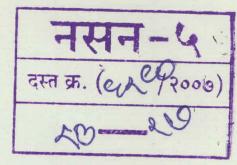
दस्त क्र. (१९२००७)

नक्कल करिता

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To, mo. mahajan



रि.नं. ४०/९३ - १०० बुके



Nº 007488

नाशिक महानगरपालिका, नाशिक जावक नंबर / नगररचना ७५/२५म ७६-८८ दिनांक ७८/०८/२००७

इमारत बांधकामाचा वापर करणे बाबतचा दाखला (पूर्ण/भागमः) भ म सिह्यी जिल्डर्स ॲन्ड डेन्ह्लपर्स प्रो.प्रा. श्री प्रगरिष्ट्रा व्ही. कंक्र्रेज या. नाष्ट्रीक

संदर्भ : तुमचा दिनांक ०७/०४ / २००७ चा अर्ज क्रमांक : ०४

महाशय.

दाखला देण्यात येतो की, नाशिक

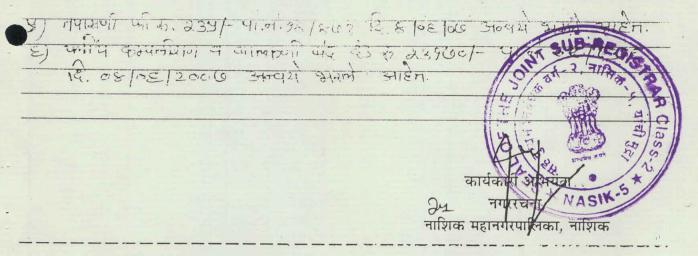
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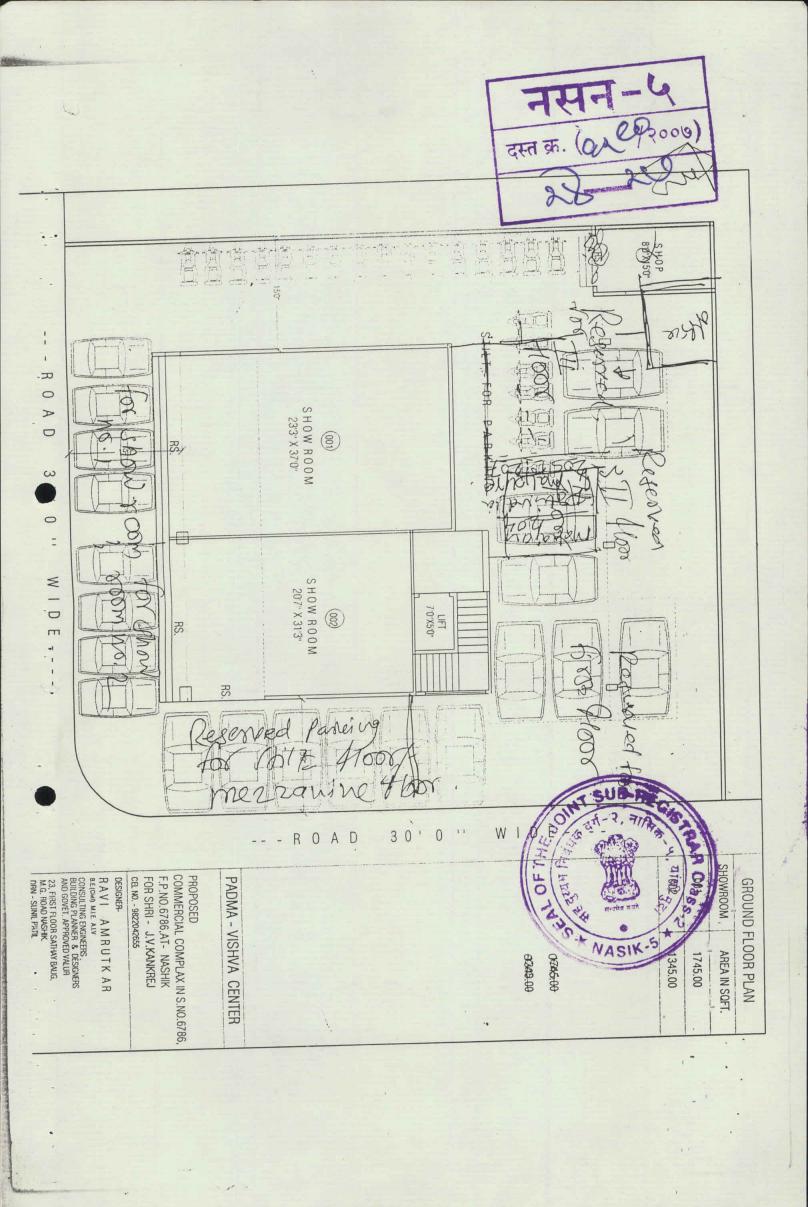
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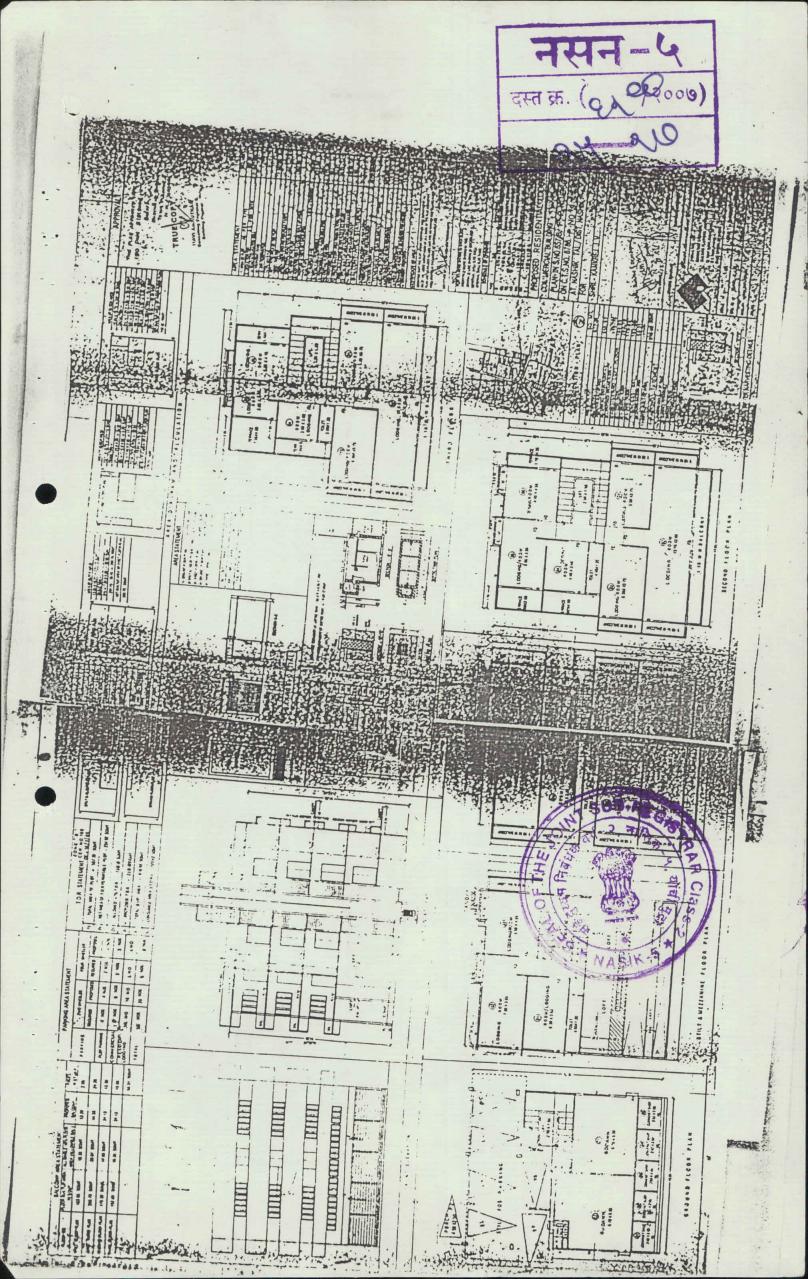
दिल्याप्रमाणे तर्लेश्वक (कार्किटेक्ट) श्री. द्वार्क वृत्त सुनक्त्र्य यांचे निरिक्षणाखाली पूर्ण झाली असून निवासी में निवासे तर / संश्चिक कारणासाटी खालील शर्तीस अधीन राहून इमारतीचा वापर करणेस परवानगी देण्यात येत आहे. त्याचे एकूण बांधकाम क्षेत्र , ८९७ . ३० न्त्री भी ची. मी. व चर्ट् क्षेत्र (कार्पेट एरिया) निवासी में जिलांसी गर

ची. मी. व चर्ट् क्षेत्र (कारपेट एरिया) हिंह 3-८९८ + 973 · ६६ = ७७७ - ६८ ची भी. १) सदर इमारतीचा वापर निवासी 4 निवासेत्तर / सीक्षणिक कारणाकरिताच करता येईल त्या वापरात बदल करता येणार नाही.

- वापरात बदल करावपाचा शारपास इक्जिल कार्यात्माची पूर्व परवावगी प्र्याची लागेल.
- २) घरपट्टी आकारणीसाठी अलाहिचा प्रत मा. कर अधिक्षक घरपट्टी विभाग यांचेकडे पाठविण्यात आली आहे तरी संबंधित विभागाकडे संपर्क साधावा.
- ३) सिंगल फेज बीज पुरवटा करणेस हरकत नाही.
- ४) सदरच्या पूर्ण केलेल्या इमारतीत महानगरणलिकेच्या एउँ प्रवानगीशिवाय वापरामध्ये व बांधकामामध्ये बदल करू नये:







10/07/2007

दुय्यम निवंधकः

दस्त गोषवारा भाग-1

नसन5 दस्त क्र 6290/2007

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स्त क्रमांक :

6290/2007

स्ताचा प्रकार: करारनामा

ाने के. पक्षकाराचे नाव व पत्ता

ावः अंजली अशोक नारंग

पताः घर/प्लॅट नं: -

गल्ली/रस्ताः -हंसारतीचे नावः अमन अपार्ट

ईवारत नं: -

पेठ/वसाहतः गायकवाड नगर, मुंबई नाका

शहर/गाव: नाशिक

रालुकाः -विन: -

पेन नम्बर: ACRPN3275

गावः कपील अशोक नारंग

पताः घर/फ्लॅट नं: -

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पंत नम्बर: ACTPN3367Q

नावः सिघ्दी बिल्डर्स ॲन्ड डेव्हलपर्स तर्फे

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ोठ/वसाहतः शुभम रेसिडेंसी, गंगापुर रोड, नाशिक

पक्षकाराचा प्रकार

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दस्त गोषवारा भाग - 2

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दस्त क्रमांक (6290/2007)

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पावती क्र.:6413

दिनोक:20/07/2007

पावतीचे वर्णन

नांव: अंजली अशोक नारंग

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दु. निक्काची सही, सह दु.नि.का-नाशिक

दस्त क्र. [नसन5-6290-2007] चा गोषदारा

बाजार मुल्य :1110900 मोबदला 1700000 भरलेले मुद्रांक शुल्ठ : 85000

दस्त हजर केल्याचा दिनांक :20/07/2007 01:00 PM

निष्पादनाचा दिनांक : 19/07/2007

वस्त हजर करणा-याची सही:

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दस्ताचा प्रकार :25) करारनामा

शिक्का क. 1 ची वेळ : (सादरीकरण) 20/07/2007 01:00 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 20/07/2007 01:04 PM शिक्का क्र. 3 ची वेळ : (फ़बुली) 20/07/2007 01:05 PM शिक्का क्र. 4 ची वेळ : (ओळख) 20/07/2007 01:07 PM

दस्त नोंद केल्याचा दिनांक : 20/07/2007 01:07 PM

ओळखः

पुर्यम निवंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना

ध्यवतीशः ओळखतात, व त्यांची ओळख पटवितात. 1) शाहुनाथ किसन भोसले - - ,घर/फ़लॅट नं: -

गल्ली/रस्ताः

ईमारतीचे नावः

ईमारत नं:

भेड/वसाहतः अयोध्या कॉलनी, गंगापुर रोड, नाशिक

शहर/गाव:-

तालुकाः -

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प्रमाणित करण्यात येते की, या दस्तामध्ये पाने आहेत.

सह. दुय्यम् निबंधक वर्ग-२ नाशिक-५.

पुस्तक क्रमांक १, क्रमांक

दिनांक 20 गहे सन २००७

सह. दुय्यम निवधक वर्ग-२ नाशिक-५.

