

६८३०



महाराष्ट्र MAHARASHTRA

Deed of Appt

HH 156352

अ. नं. ५१०५ दि. २८ MAY २०१३ १००/- पेकी रु. ....

श्री. / श्रीमती / सौ. अरुण बाबुराव काठे  
पत्ता १५ प्रभु प्रो. इनम अपार्ट रजिस्ट्रार नगर ०१० पुणा रोड  
हस्ते रोहन सावळ  
सही [Signature]

श्री. सं. रा. अतकर  
रुम्य वेंडर, नाशिक.  
(मु. वि. प. क्र. १०३/२००२)



CONSIDERATION RS.- १६,००,०००/-  
GOVT. VALUE RS.- २१,५१,५००/-  
STAMP RS.- १,३०,०००/- IS PAID ON AGREEMENT REGISTERED AT SR.NO. ८४७९, DATED १४/८/२०१२ AT NASHIK- ३.  
REG FEE RS.- २६,०००/- IS PAID ON १३/८/२०१२ BY PAY ORDER.

DECLARATION OF APARTMENT REGISTERED AT SR. NO. ५७६२, DT. ०२/७/२०१२.

मुद्रित प्रमाण पत्रावळीत नोंदवली आहे.  
[Signature]  
प्र. व. प्रमाण निवडणूक-३  
नशिक-३

(SHIRAMI)  
**DEED OF APARTMENT**  
(FINAL CONVEYANCE)

This DEED OF APARTMENT is made and executed at Nashik on the 28th day of MAY 2013.

नसन-३  
दस्तावेज (६८३० / २०१३)  
२-२६

नस-३
दस्तावेज क्र. (६६३०/२०१३)
२-२६

**BETWEEN**

M/S. PACIFIC BUILDERS, A Registered Partnership Firm, having its Reg. No. MA-28319, PAN- AAHFP 3847 M, having its office at 1 & 2 Audumbar Appt. Patil Lane No.4, College Road, Nashik. through its PARTNER,

MR. PRASHANT HARCHAND PATIL,  
Age- 43 Years, Occupation- Business,

R/o. "Prabhu" Bungalow, Patil Lane No. 4, College Road, Nashik-422005.

Hereinafter referred to as "VENDOR/BUILDER/LAND OWNERS" (Which expressions shall unless it be repugnant to the context or meaning thereof mean and include his legal heirs, successors, executors, other partner, administrators, assigns etc) of the FIRST PART.

**AND**

MR. BHARAT BABURAO KALE,  
Age- 36 Years, Occupation-Service, PAN- AJLPK 7775 Q,

R/o. 26, Janaki Nagar, Jalgaon, Tal & Dist.- Jalgaon.

Hereinafter referred to as "PURCHASER/S" (Which expressions shall unless it be repugnant to the context or meaning thereof mean and include their executors, successors, legal heirs, administrators, assigns etc) of the SECOND PART.

WHEREAS the Vendors, hereinafter referred to as the land owner is the absolute and exclusive owner and otherwise is well and sufficiently entitled to all the piece and parcel of the land situated at Wadala shiwar Nashik more particularly described in the first schedule written hereunder and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the Vendor/Builders/Land owners have purchased the said property from Mr. Nitin Bajirao More & Sau. Nirmala Bajirao More, by registered sale deed dated 11-01-2010 which are duly registered at the office of Sub Registrar, Nashik-3 at Sr. No. 391 on 12-01-2010 and as such the Vendors/Builders have become absolute and exclusive right to develop the said property by constructing building thereon and enter into and sell the constructed premises therein and accordingly the Vendors/builder constructed a building on the said property as per the approved building plan from Nashik Municipal Corporation Nashik under Commencement Certificate No. LND/BP/A2/207/2963/10, dated 15-10-2010 and commenced and completed the construction on the said building and obtained Completion Certificate Vide No. Nagavachana/A4/11981/098, dated 21-5-2012.



नस-३
दस्तावेज (६/३०/२०१२)
३-२९

3

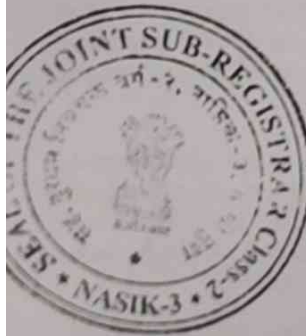
AND WHEREAS the vendor/ builders have purchased additional floor space index by way of (Transfer of Development Rights, (TDR) from Shri. Deepak Bhagwandas Motwani & Others, the said area of 210.60 Sq.Mtrs. is out of S.No. 222/1-1/3/4 of Deolali Shiwar Nahik. The said TDR sale deed is registered at Sr.No. 4556, dated 10-5-2010.

AND WHEREAS as per the registered the sale deed the builders have right to develop the said property by constructing a building thereof.

AND WHEREAS the vendors/builder/land owners constructed a building known as PRABHU- PLATINUM APARTMENT on the said property and agreed to sell the apartments in the said building to different purchasers and the vendor/buikler agreed to sell Flat No. 15 on Fifth Floor to the purchaser by agreement of sale vide Sr. No. 8479, dated 14-8-2012 as described in the second schedule written hereunder in the building known as PRABHU- PLATINUM APARTMENT constructed on the said property. ( Hereinafter referred to as the said Apartment.) according to the present deed of apartment is executed

AND WHEREAS the land owners/vendors/builders subjected the said property to the provisions of Maharashtra Apartment Ownership Act- 1970 and the land owners/vendors/builders executed a Declaration under Rule 3 of the Maharashtra Apartment Ownership Rule- 1972 .

**NOW THEREFORE THIS DEED OF APARTMENT WITNESSETH AS HEREIN**



(1) That in pursurance of the terms and conditions agreed to in between the vendor/builders and purchaser flat for total consideration and price of Rs. 26,00,000/- (Rs. Twenty Six Lakh Only) The land owner/vendor/buikler do hereby sell, convey, alienate and transfer all that piece and parcel of flat as described in the second schedule written hereunder in PRABHU- PLATINUM APARTMENT as per the approved building plan together with undivided interest appurtenant to the said flat in the common areas and facilities as mentioned in the declaration of apartment.

(2) The aforesaid amount of consideration includes the amount of consideration of the said Apartment/flat alongwith right in common areas and facilities i.e. right of ownership as mentioned in the Declaration of Apartment registered at the office of the Sub Registrar Nasik at document Sr. No. 5762 dated 02-7-2012.

(3) The aforesaid amount of consideration is fixed with mutual consent of the parties and there is no dispute about the same. Out of the total amount of consideration of the land owners have received the amount of consideration of the land from the vendor/buikler and as such the entire amount of consideration of the said Apartment/flat alongwith proportionate ownership in the said property as per the declaration, is paid by the purchaser to the vendor/buikler which the vendor/buikler has received in the following manners:-

नस-३
दस्तावेज क्र. (६/३०/२०१३)
४-२६

4

Rs. 1,50,000/-

Received by Ch. No. 928913, dated 14/8/2012 on State Bank of India, MIDC Branch Jalgaon.

Rs. 24,50,000/-

Received by Ch. No. 750407, dated 21/8/12 201 on HDFC Bank, Nashik.

Rs. 26,00,000/-

(Rs. Twenty Six Lakh Only)

The receipt whereof the builder do hereby admit and acknowledge and discharge the purchaser and the said property therefore.

(4) The actual clear, vacant and peaceful possession of the said apartment /flat as described in the second schedule written hereunder is delivered by the vendor/builder to the purchaser and the vendor/builder/land owner do hereby confirm the possession of the said Apartment/flat by the purchaser as absolute and exclusive owner thereof. The purchaser is satisfied about the possession so also the purchaser is satisfied about the area of the said flat, quality of the building and the amenities provided in the said flat. The purchaser has no complaint about the same. The purchaser shall never raise any objection about the same.

(5) By virtue of this deed of apartment the purchaser has become the absolute and exclusive owner of the said apartment/flat alongwith the proportionate right in common areas and facilities as defined in the Declaration of Apartment and as described in the second schedule written hereunder.

(6) The apartment/flat conveyed hereunder is free from any encumbrances, charges and defect in title and that the land owner /vendor/ builder have not subjected to any charge, by way of mortgage, lien, lease, gift, oral or written agreement will etc. And the land owner/vendor/builder indemnifies the purchaser with any charge, encumbrance or defect in title if found with respect to the property and is satisfied about the same.

(7) The land owner/vendor/builder shall execute a deed of apartment of other apartment in the building in favour of the individual apartment owner and as such the entire said property as mentioned in the first schedule is deemed to have been owned by PRABHU -PLATINUM APARTMENT.

If the purchaser have availed credit facility from any bank or any financial institute for the purchase of the said flat so that the said flat is hypothecated to said financial institute. And Hence it will be sole responsibility of the purchaser to repay the said loan.

(8) The purchaser shall have proportional right in the common areas and facilities as mentioned in declaration registered by the parties.

(9) The purchaser shall enjoy the ownership and possession of the



नसिन-३
दस्त क्र. (E/30/2013)
५-२९

5

said apartment/flat conveyed hereunder as absolute and exclusive owner without any disturbance or obstruction from the land owners/vendor/ builder or anybody claiming through them.

(10) All the rates, taxes, etc. in respect of the said apartment/flat shall be borne and paid by the purchaser from the date of receipt of possession.

(11) The expenses of this deed of apartment is borne and paid by the purchaser exclusively.

(12) That the purchaser has received the copy of declaration of apartment and has read and understood the contents therein. The purchaser agrees to abide by all the terms and conditions as mentioned in the bye laws of the apartment and agrees to enjoy the said apartment alongwith the other apartment owners in the manner as mentioned in the Declaration of apartment. The purchaser shall be bound by the bye laws of **PRABHU-PLATINUM APARTMENT CONDOMINIUM**. 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 esement to the said property. That the purchaser has examined the title of the vendor/land owner/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 inspection of the plans and specification of the construction approved by the Nashik Municipal Corporation and is fully satisfied about the same.

(13) That this deed of apartment is being executed pursuant to and for the purpose of Maharashtra Apartment Ownership Act 1970.

(14) That except the property conveyed hereunder the purchaser shall not claim any right in respect of the restricted common areas as may have been allotted to any constructed premises purchaser by the vendor.

(15) All the charges and expenses as may be required for obtaining the electric and water connection is born and paid by the purchasers exclusively.



#### FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land situated at Ravishankarji Marg, Wadala Shiwar within Nashik Municipal Corporation and within registration and sub registration District of Nashik ( in the state of Maharashtra) bearing Plot No. 7 out of S.No. 22/2/2/1+22/2/3/1 (C.T.S. No. 2429) total admeasuring 528.89 Sq.Mtrs. alongwith T.D.R. bounded as follows:

On or towards East : By 6.00 Mtr. Wide Colony Road  
 On or towards West : By Adjacent S.No. 22/2/1  
 On or towards South : By 18.00 Mtr. Wide D.P. Road  
 On or towards North : By Plot No. 8

नस्रन-३

दस्तावेज क्र. ( ६/३०/२०१३ )

६-२९

6

**SECOND SCHEDULE OF THE SAID PROPERTY**

All that piece and parcel of the constructed premises bearing Apartment/ FLAT NO. 15 [FIFTEEN] admeasuring 87.33 Sq.Mtrs. carpet area which constitutes on FIFTH FLOOR as per the approved building plan in PRABHU -PLATINUM APARTMENT alongwith 7.48% undivided ownership rights in the land, bounded as follows:-

On or towards East : By Marginal Distance & Colony Road  
On or towards West : By Marginal Distance.  
On or towards South : By Lift & Flat No. 13 & 14.  
On or towards North : By Marginal Distance.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED HEREUNTO ON THIS DAY DATE AND YEAR FIRST MENTIONED HEREIN-ABOVE.**



**SIGNED SEALED AND DELIVERED BY THE WITHINNAMED**

M/S. PACIFIC BUILDERS  
Through its PARTNER,  
MR. PRASHANT HARCHAND PATIL  
(VENDOR/BUILDERS/LAND OWNERS)

Handwritten signature and circular stamp of M/S. Pacific Builders.



**SIGNED SEALED AND DELIVERED BY THE WITHINNAMED**  
MR. BHARAT BABURAO KALE  
(PURCHASER/S)

Handwritten signature and circular stamp of Mr. Bharat Baburao Kale.

**IN THE PRESENCE OF WITNESSES:-**

1) Sanil Krishnarao Chaudhari

2) Dard Kumar R. Natar. *Tob*



नसिन-३

क्र. (६३०/२०१३)

१० - २९



नाशिक महानगरपालिका, नाशिक

इमारत बांधकामाचा वापर करणे बाबतचा दाखला

जावक क्र./नविअ/११४२९/९२

(पूर्ण/भम्मस्तः)

दिनांक : २९/०९/२०१२

No. A 11721

श्री./श्रीमती मे. पालीपुत्र विल्डन भागीदारी संस्था प्रा.प्रा.

दर्याद फार्म  
संदर्भ : तुमचा दिनांक १०/०४/२०१२ चा अर्ज क्रमांक अ०/१८३/१२

महाशय,

दाखला देण्यात येतो की वडाळा शिबारातील / सि.स.नं. स. नं. २२/२/२१ + २२/२/११९

प्लॉट नं. ०७ मधील इमारतीच्या टाऊन प्लान मध्ये माल

मजल्याचे इकडील बांधकाम परवानगी क्र. अ०२/२७/२००३/१० दिनांक १४/१०/२०१० अन्वये

दिल्याप्रमाणे अर्ज देवद/इंजि./ सुपरव्हायजर, श्री. प्रशांत प.प.प.

यांचे निरीक्षणाखाली पूर्ण झाली असून निवासी / निवासोत्तर / शैक्षणिक कारणासाठी खालील अटी शर्तीस अधिन राहून

इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

त्याचे एकूण बांधकाम क्षेत्र ७३९.३५५ चौ.फू. चौ.मी.

व घटई क्षेत्र ७०९.४७ चौ.फू. चौ.मी.

- सदर इमारतीचा वापर निवासी / निवासोत्तर / शैक्षणिक कारणाकरिताच करता येईल. त्या वापरात बदल करता येणार नाही. वापरात बदल करतवयाची झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.
- घरपट्टी आकारणीसाठी आकारणी प्रत अधीक्षक (घर) घरपट्टी विभाग यांचेकडे पाठविण्यात आली आहे. तरी घरपट्टी बाबत संबंधीत विभागाकडे त्वरीत संपर्क साधावा.
- सिंगल फेज विज पुरवठा करणेस हरकत नाही.
- सदरच्या पूर्ण केलेल्या इमारतीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करू नये.

सुस चार्जद २.०६.२०१३ - पा.फ. ५९८७९२ दिनांक २०/०९/१२ अन्वये अ.स. ७००००० अन्वये अ.स. ७००००० अन्वये अ.स. ७००००० अन्वये अ.स. ७००००० अन्वये



अधिकारी अभियंता  
नगर रचना विभाग  
नाशिक महानगरपालिका, नाशिक