

महाराष्ट्र MAHARASHTRA

2024

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TREASURY OFFICE NASIK
25 NOV 2024
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NOTARY
NOTED & REGISTERED
at Serial No. 944/2024
DATE: 05/12/2024
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Contains Pages 16

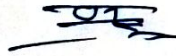
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT NASHIK ON THIS 5th DAY OF DECEMBER, IN THE YEAR 2024.

RAVINDRA D. TAJANE
Advocate & Notary
711, Maruti Chamber's, District - Nashik

Sl. No.	NAME OF PARTIES	Survey No	Area
I	a) Smt Sushilabai Kachardas Sanklecha	82/1/1/1 82/1/1/2	00 H 60 R

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Advocate & Notary
Maruti Chamber's District - Nashik



BETWEEN




(1) **MR. PRAKASH SURESH NAIK**, Age: 44 years, Occupation : Service, PAN No. ADHPN6181D, AADHAR No. 3668 2375 5313, residing at Ghar No. 42, Chintamani, Gulab Nagar Society, Dhankawadi, Pune 411043. Hereinafter referred to as "**the VENDOR**" (which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors and assigns) of the **PARTY OF THE FIRST PART**;

AND

(1) **MR. GANESH DIGAMBERRAO JADHAV**, Age: 42 years, Occupation: Service, PAN No. AKLPJ2548P, AADHAR No. 9180 2714 6685, AND (2) **MRS. SUJATA GANESH JADHAV Alias SUJATA APPASAHEB DESHMUKH**, Age: 43 years, Occupation: Service, PAN No. BAQPD3665M, AADHAR No. 9671 0136 8842 6685, both residing at: Aadarsh Colony, Kranti Chowk, Garkheda, Chatrapati Sambhajinagar (Aurangabad) 431005. Hereinafter referred to as "**the PURCHASER**" (which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors and assigns) of the **PARTY OF THE SECOND PART**;

WHEREAS all that pieces and parcels of the lands (all being contiguous to each other) all situated at Mouje Wadala, Taluka & District Nashik, are vested in the ownership of owners (said Owners) as per such details and discriptions, as particularly stated hereinbelow (said **Lands**),

Sr No	Name of owners	Survey No	Area
I	a) Smt Sushilabai Kachardas Sanklecha	82/1/1/1 82/1/1/2	00 H 60 R


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	b) Sou Nirmla Vijay Sanklecha c) Smt Nirmla Prakash Shah	82/1/1/3	
II	a) Shri Lingamsai Navin L. Kalyan Prasad b) Sou Deepali Bhushan Palresha c) Shri Tushar Vijay Sanklecha d) Shri Puneet Ajit Sanklecha	82/1/1/4+3 (Part) + 5 + 6	7586 square meters out of which 912 square meters is going under a D.P. Road and retainable land is 6674 square meters
III	a) Shri Paras Brahmecha b) Shri Chandmal Brahmecha c) Smt Kaileshben Sumatilal Shah d) Shri Sachin Sumatilal Shah e) Shri Sheetal Sumatilal Shah f) Shri Navin Manilal Shah	83/1D/2 Part	00 H 80 R
IV	a) Shri Devidas Dagdu Koshti b) Shri Prabhakar Dagdu Koshti	83/1D/2/2	00 H 25 R



AND WHEREAS vide separate and distinct development agreements, the said Owners granted development rights and in respect of their respective lands (forming the said Lands) to the one Vascon Dwellings Private Limited (said **Developer**) on such terms and conditions contained in the respective development agreements.

AND WHEREAS in furtherance of the said respective Development Agreements, the said Owners also executed Irrevocable General Power of Attorneys in favour of the said Developer through its Director MR. S. P. Nair to act on behalf of the said Owners in all matters concerning the said Lands as more particularly authorized in the respective Irrevocable General Power of Attorneys, the description of the said development agreements and power of attorneys are as under:


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711 Montfort Road, Fort, Mumbai



DEVELOPMENT AGREEMENT			
Sr No	Name of Owners	Date of Agreement	Registration Number
I	a) Smt Sushilabai Kachardas Sanklecha b) Sou Nirmala Vijay Sanklecha c) Smt Nirmala Prakash Shah	06/06/07	3596/2007
II	a) Shri Lingamsai Navin L. Kalyan Prasad b) Sou Deepali Bhushan Palresha c) Shri Tushar Vijay Sanklecha d) Shri Puneet Ajit Sanklecha	06/06/07	3598/2007
III	a) Shri Paras Brahmecha b) Shri Chandmal Brahmecha c) Smt Kaileshben Sumatilal Shah d) Shri Sachin Sumatilal Shah e) Shri Sheetal Sumatilal Shah f) Shri Navin Manilal Shah	25/01/07	504/2007
IV	a) Shri Devidas Dagdu Koshti b) Shri Prabhakar Dagdu Koshti	08/06/07	3647/2007

IRREVOCABLE GENERAL POWER OF ATTORNEY			
Sr No	Name of Owners	Date of Agreement	Registration Number
I	a) Smt Sushilabai Kachardas Sanklecha b) Sou Nirmala Vijay Sanklecha c) Smt Nirmala Prakash Shah	06/06/07	3597/2007
II	a) Shri Lingamsai Navin L. Kalyan Prasad b) Sou Deepali Bhushan Palresha c) Shri Tushar Vijay Sanklecha	06/06/07	3599/2007


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Member's, District - Nashik.



III	d)	Shri Puneet Ajit Sanklecha		
	a)	Shri Paras Brahmecha		
	b)	Shri Chandmal Brahmecha		
	c)	Smt Kaileshben Sumatilal Shah	25/01/07	505/2007
	d)	Shri Sachin Sumatilal Shah		
	e)	Shri Sheetal Sumatilal Shah		
IV	f)	Shri Navin Manilal Shah		
	a)	Shri Devidas Dagdu Koshti	08/06/07	3648/2007
	b)	Shri Prabhakar Dagdu Koshti		



The aforesaid documents are registered in the office of the Sub Registrar, Nashik-II, Nashik.

AND WHEREAS the said Developer namely Vascon Dwellings Private Limited, are well and sufficiently entitled to develop the said Lands described in the **First Schedule** hereunder written.

AND WHEREAS the portions forming part of said Lands are contiguous to each other and have been amalgamated under Order No. LND/BP/Nashik/A2/489 dated 29/3/2008.

AND WHEREAS the Collector, Nashik by his Order No. Revenue/Div-III/4/NA Proposal/337/2007 dated 19/3/2008 has permitted the non agricultural use of the said Lands and has approved the development of the said Lands on the terms and conditions mentioned therein.

AND WHEREAS the Developers have got approved and sanctioned the building plans from Nashik Municipal Corporation and the necessary Commencement Certificate No. LND/BP/Nashik/A2/489 dated 29/3/2008 has been issued.

AND WHEREAS the Developers had constructed thereupon a residential scheme under the name and style of "**Vista**", with


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amenities like swimming pool, club house, gymnasium, etc. and Nashik Municipal Corporation issued Part Completion Certificate vide letter No. Outward no. / Town Planning Dept. / A2 / 5499 / 5501 / 10 dated 31/12/2010 for the said building.

AND WHEREAS meanwhile the VENDORS entered into Agreement for sale with the Developer (i.e. **M/S. Vascon Dwellings Private Limited**) dated 26/05/2011 which is duly registered with the office of the Sub Registrar Nashik 5, at serial No. 4465/2011, in respect of a flat more particularly described in the THIRD SCHEDULE hereunder written (said Flat).

AND WHEREAS the VENDORS thereafter paid all due amount to the Developer under the aforesaid Agreement dated 26/05/2011 and the Developer handed over the possession of the said Flat.

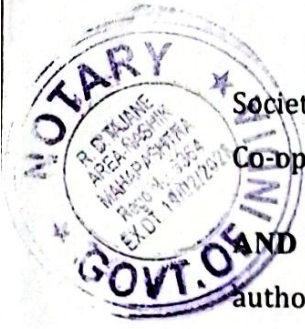
AND WHEREAS the said Developer and the said Owners have initiated steps for conveying the said Lands along with constructed building standing thereon in favor of the ultimate organization of the tenement purchaser in complex "Vista" the process for the same is in developing stage.

AND WHEREAS due to requirement of environment department the total plot of land of Vista Complex was required to sub divide. Hence the proposal for sub division was submitted to the Assistant Director Town Planning, Nashik Municipal Corporation, Nashik.

AND WHEREAS the said developer has registered "VISTA CO-OP HOUSING SOCIETY LTD., NASHIK" and duly registered under Registration No. NSK / (NSK) / HSG / (TC) / 5324 / 2011 dated 04/11/2011 of Maharashtra Co-operative Housing


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Societies Act, 1960. The certificate issued by the Dy. Registrar,
Co-operative Societies, Nashik, Tal : Nashik.

AND WHEREAS after due verification the said Town Planning authority have approved the proposal of sub division and accordingly issued letter / order vide Ref. No. TP Dept. / final/A4/03/13 dated 03/07/2013. Accordingly Assistant Director Town Planning, Nashik Municipal Corporation, Nashik have issued revised Commencement Certificate in respects of the buildings / units under construction vide letter no. A4/422/5684/14 dated 14/03/2014.

AND WHEREAS due to said sub division of entire Vista Complex, the revenue authority of Nashik Tahasil have sub divided the entire land in three different plots. The details of said plots are summarised as follows:-

S. No.	Plot No.	Area	Particulars
82/1/1/1 82/1/1/2 82/1/1/3 82/1/1/4+3(p) + 5 + 6 83/1D/2 83/1D/2+2	+ 01	9727.00 Sq.mtrs	Vista Co-op. Hsg. Soc. Ltd.
82/1/1/1 82/1/1/2 82/1/1/3 82/1/1/4+3(p) + 5 + 6 83/1D/2 83/1D/2+2	+ 02	6079.25 sq.mtrs	Vista Phase – II
82/1/1/1 82/1/1/2 82/1/1/3 82/1/1/4+3(p) + 5 + 6 83/1D/2 83/1D/2+2	+ 03	8279.75 sq.mtrs	Open Space – 1932.00 sq.mtrs Plot No.1 – 1216.00 sq.mtrs Plot No.2 – 716.00 sq.mtrs MSEB – 150.00 sq.mtrs Internal Road (12 M &



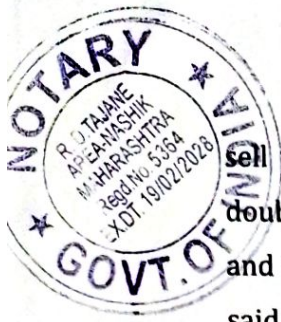
			3.5 M.) - 1428.00 sq.mtrs : D.P. Road – 4514.75 sq.mtrs Inclusive of Nala Nala – 255.00 sq.mtrs Excess Land- 37.50 sq.mtrs.
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AND WHEREAS in view of sub division of plot as described herein above now the plot area of No.1 and 2 shall be as follows:-

Plot No.	Area
01	9727.00 sq.mtrs + 1216.00 sq.mtrs (Open Space out of Plot No.3) 10943.00 sq.mtrs (Total Plot Area)
02	6079.25 sq.mtrs + 0716.00 sq.mtrs (Open Space out of Plot No.3) 6795.25 sq.mtrs (Total Plot Area)

WHEREAS the Developer / Builder namely Vascon Dwellings Private Limited, amalgamated to Vascon Engineers executed DEED OF CONVEYANCE in favour of Vista Co-Op Housing Society Ltd., Nashik Phase I towards 126 flats of Building A, B, C, D and E. The Deed of Conveyance is duly registered with the office of the Sub Registrar Nashik 6, at serial No. 8319/2021 on dated 25/10/2021.

AND WHEREAS the VENDORS, due to various reasons, decided to sell the said Flat and on the same being known to the PURCHASERS, the PURCHASERS had approached the VENDORS and offered to purchase the said Flat for a sum of Rs. **50,00,000/- (Rupees Fifty Lakh only)**. The offer of the PURCHASERS being acceptable, the VENDORS have agreed to



sell the said Flat free from all encumbrances and reasonable doubts and also to assign with all their right, title and interest and the PURCHASER has agreed to purchase and acquire the said Flat for a consideration of Rs. 50,00,000/- (Rupees Fifty Lakhs only) on the terms and conditions mentioned and agreed below



NOW THIS AGREEMENT TO SALE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The VENDORS hereby agree to absolutely sell, assign, convey and transfer, free from all claims and encumbrances whatsoever all and singular their ownership right, title and interest in the said Flat more particularly described in the Third Schedule hereunder written together with all the rights, benefits and interest of the VENDOR in and upon the said Flat and the PURCHASER has agreed to purchase and acquire the said Flat along with all the rights and benefits.
2. The consideration of Rs. 50,00,000/- (Rupees Fifty Lakh only) mentioned below is to be paid by the PURCHASERS to the VENDOR.

PAYMENT SCHEDULE

(a)	Rs. 1,00,000/-	Paid prior to the execution of this document by the Purchasers to the Vendor by NEFT UTR No. SBIN3242984558438 on dated 24/10/2024, the receipt whereof the Vendor doth hereby admit and acknowledge the same and every part thereof do forever acquit and release, as Earnest Money/Part Consideration.
(b)	Rs. 49,00,000/-	To be paid by the PURCHASER to the VENDOR on or before two months from today.
	Rs. 50,00,000/-	TOTAL FIFTY LAKH ONLY.


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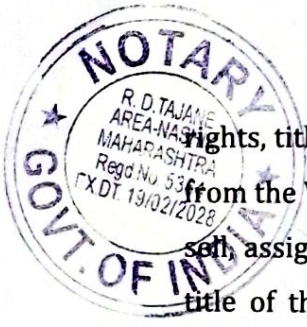


(Timely payment shall be the essence of the Contract)

3. Only IN CONSIDERATION of the PURCHASER having paid the entire sale consideration of Rs. 50,00,000/- (Rupees Fifty Lakh Only) as aforesaid in the Payment Schedule Part the receipt of which is acknowledged by the VENDOR, acquit and release the PURCHASER from making any further payments towards sale consideration, the VENDOR, as beneficial owners, WOULD THEREBY GRANT, CONVEY, TRANSFER BY WAY OF SALE AND ASSIGN unto and in favour of the PURCHASER the Schedule Flat / Apartment and every part thereof together with the right, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands etc., attached to belonging to and reputed to belong to the Schedule Flat / Apartment TO HOLD, TO POSSESS AND TO ENJOY the same forever free from all encumbrances, subject to common rights of owners of remaining shares of undivided interest in the land and the Flat / Apartments attributable thereto. After the registration of Sale Deed / Transfer Deed and the entire sale consideration released by the PURCHASER the VENDORS will handover legal, vacant and peaceful possession of the said Flat to the PURCHASERS along with all necessary original legal documents.

4. The VENDOR have represented and assured to the PURCHASERS, that their title to the said Flat is free from all encumbrances and claims and reasonable doubts of whatsoever nature. The Purchasers, have independently verified the title of the Vendors to the said Flat and have satisfied themselves about the Vendors having clean, clear and marketable title free from encumbrances of whatsoever nature and have physically inspected the Flat and only thereafter, have offered to acquire and purchase the said Flat along with all


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District - Nashik



rights, titles, interests, claims and benefits connected therewith from the Vendors and consequently the Vendors have agreed to sell, assign and transfer the same. However any defect arise in title of the said flat at the instance of the Vendors only, the Vendors are responsible for the same, and they will be liable to satisfy the same until upon signing the sale deed.

5. It is necessary that, the VENDOR will obtain the No Objection Certificate from the society, however the Vendor will bear the cost of transfer fees.

6. In case the Deed is cancelled due to any disagreement, NOC from Society or other required documents during further proceedings between Vendors and Purchasers, Vendor shall return the amount of Rs.1,00,000/- (Rupees One Lakh Only) to the Purchaser within 10 (Ten) working days.

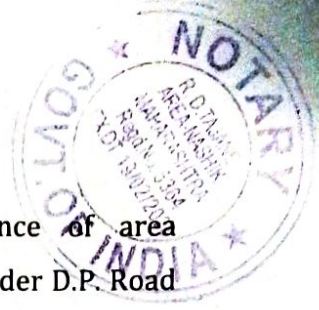
7. That, all the necessary expenses of registration, stamp duty and all other out of pocket expenses of this agreement and final Deed, cost of all other documents which may be necessary to be executed will be borne and paid by the PURCHASER alone.

**Schedule First
(Description of the said Lands)**

A. All that piece and parcel of the land situated at Village: Wadala, Taluka & District: Nashik within the limits of Municipal Corporation of City of Nashik having distinctive Survey Numbers as follows:

Survey No	Retainable Area in Sq Mtrs	Area under D P Road in Sq Mtrs	Total Area In Sq Mtrs
82 / 1 / 1 / 1	1883.75	316.25	2200.00
82 / 1 / 1 / 2	1746.00	454.00	2200.00
82 / 1 / 1 / 3	1600.00	-	1600.00
Total:	5230.75	861.25	6000.00

Out of the total area, the area admeasuring 5230.75 square



meters is a retainable area and the balance of area admeasuring 861.25 square meters is covered under D.P. Road of which the Developer is entitled to TDR / FSI as per the D.C. Rules of the Nashik Municipal Corporation. Hence, totally admeasuring 6000 square meters, which is bounded as under:

On or towards the East : Remaining area of S No 82
On or towards the South : 82/1/1/4
On or towards the West : D P Road
On or towards the North : S No 83


B. All that piece and parcel of property bearing Survey No 82/1/1/4 + 3 (Part) + 5 + 6, admeasuring 7586 square meters inclusive of 912 square meters going in D.P. Road and retainable land admeasuring 6674 square meters, assessed at Rs. 6.19 paise situated at: Village: Wadala, Taluka & District: Nashik and within the limits of Nashik Municipal Corporation which is bounded as under:

On or towards the East : Remaining area of S No 82
On or towards the South : Remaining area of S No 82/1/4
On or towards the West : D P Road and S No. 84
On or towards the North : Remaining area of S No 82/1/1/3

C. All that piece and parcel of property bearing Survey No 83/1D/2 (Part), admeasuring 00 H 80 R assessed at Rs. 6.95 paise of which an area of 2584 sq. mtrs. is reserved for D.P. Road situated at: Village: Wadala, (also known as: Wadala Shivar as per Revenue Record), Taluka & District: Nashik and which is bounded as under:

On or towards the East : S No 83/1D/2 Part
On or towards the South : S No 82
On or towards the West : S No 84
On or towards the North : S No 113

D. All that piece and parcel of property bearing Survey No 83/1D/2/2, admeasuring 00 H 25 R i.e. 2500 square meters


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inclusive of a construction standing thereon admeasuring about 00 H 05 R i.e. 440.52 square meters, assessed at Rs.1.05 paise situated at: Village: Wadala, Taluka & District: Nashik and which is bounded as under:

- On or towards the East : S No 83
- On or towards the South : S No 82/1
- On or towards the West : Property of Shah & Brahmecha
- On or towards the North : S No 113/3

E. Amalgamated plots

All that piece and parcel of property bearing

- (a) Survey No 82/1/1/1, 82/1/1/2 and 82/1/1/3 (Part) admeasuring 00 H 60R i.e. 6000 square meters out of the total area, the area admeasuring 5230.75 square meters is a retainable area and the balance of area admeasuring 861.25 square meters is covered under D. P. Road of which the Developer is entitled to TDR / FSI as per the D. C. Rules of the Nashik Municipal Corporation. Hence, totally admeasuring 6000 square meters; and
- (b) Survey No 82/1/1/4 + 3 (Part) + 5 + 6, admeasuring 7586 square meters inclusive of 912 square meters going in D.P. Road and retainable land admeasuring 6674 square meters; and
- (c) Survey No 83/1D/2 (Part), admeasuring 00 H 80 R out of which an area of 2584 sq. mtrs. is reserved for D.P. Road; and
- (d) Survey No 83/1D/2/2, admeasuring 00 H 25 R i.e. 2500 square meters inclusive of a construction standing thereon admeasuring about 02 H 05 R i.e. 440.52 square meters, totally amalgamated admeasuring : 24086 square meters situated at: Village: Wadala Shiwar, Taluka & District: Nashik and which is bounded as




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District - Nashik.



under:

On or towards the East : Adj. S. No. 83/1C/1D/3

On or towards the South : Adj. S. No. 82 (P) & 6 mr. vide
D.P. Road

On or towards the West : Adj. S.No. 84 (P)

On or towards the North : Nala & Adj. S. No. 113 (P)

THE SECOND SCHEDULE OF PLOT NO. 1

AFTER SUB DIVISION

All that piece and parcel of Plot No.1 plus plot no. 3 part admeasuring about 10943 sq. mtrs. (plot area adm. 9727 sq. mtrs. + open space adm. 1216 sq. mtrs carved out of the total plot of land as described in the schedule -I written hereinabove admeasuring about 24100.00 sq.mtrs.as described in schedule 1 hereinabove. situated at Mouje Wadala, Taluka & District Nashik which is bounded as follows :-

On or towards the East : Adj. S. No. 83 (part)
On or towards the South : 12 Mtr. Vide D.P. Road
On or towards the West : 18 Mtr. Vide D.P. Road
On or towards the North : Adj. S. No. 82 (part)

THE THIRD SCHEDULE ABOVE REFERRED TO HEREINABOVE

(Schedule of the Unit)

All that piece and parcel of **FLAT NO. 102**, on the First Floor admeasuring about **108.93 Sq. Mtrs.** i.e. 1173 sq. ft. (Carpet Area) or equivalent to **143.53 Sq. Mtrs.** i.e. 1545 sq. ft. (super built-up area), situated in **Building "E", Type "A"**, alongwith car parking Space No. E 102 admeasuring about 11.14 Sq. Mtrs. i.e. 120 sq. ft. in the society known as "**VISTA CO.OP. HOUSING SOCIETY LTD.**" on the plot of land as described in second schedules written herein above, bounded as per building plan.


RAVINDRA D. TAJANE
Advocate & Notary
7/1, Maruti Chamber's, District - Nashik.



IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SIGNED THIS DEED OF ASSIGNMENT AT NASHIK ON THE DAY AND DATE MENTIONED HEREIN ABOVE.

SIGNED, SEALED AND DELIVERED

by the within named VENDOR

Prakash

MR. PRAKASH SURESH NAIK



SIGNED, SEALED AND DELIVERED

by the within named PURCHASERS

1) MR. GANESH DIGAMBERRAO JADHAV

Ganesh



2) MRS. SUJATA GANESH JADHAV Alias
SUJATA APPASAHEB DESHMUKH

Sujata



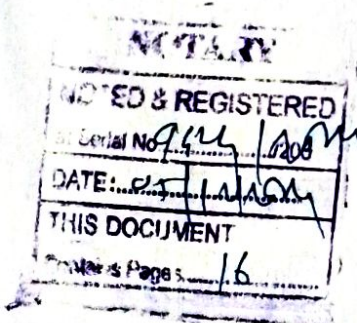
IN THE PRESENCE OF WITNESSES

1) *Udhar Lata Dayaneshwar*

2) *Ichander Bendkeli*

IDENTIFIED BY

(Adv. Sandip Dant)



BEFORE ME
[Signature]
RAVINDRA D. TAJANE
Notary, Govt. of India
Office - 7/1, Maruti Chamber,
District Court, Nashik - 2

