

महाहाष्ट्र MAHARASHTRA

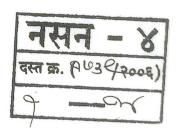
TREASURY OFFICE
NASIK.

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CPHC ATO

N 515600 17 MAR 2006





Cost of the Flat: Rs.3,65,925/-, Govt. Valuation: Rs.3,60,000/-(Stamp Duty of Rs.4,730/- has been paid on Agreement for Sale at Serial No.7893 dated 08/10/2002)

DEED OF APARTMENT

THIS DEED OF APARTMENT made and executed at Nashik on this the 18th day of the month MARCH, in the Christian Year TWO THOUSAND SIX A. D.,

60010

दस्त क. (१७३८/२००६)

2 -06

BETWEEN

MR. DILIP BABURAO DEORE, Age: 42 Years, Occu: Business,

2. MRS. KALPANA DILIP DEORE,

Age: 37 Years, Occu: Household, THROUGH THEIR GPA HOLDERS

M/S. VAISHNAVI ENTERPRISES,

A Partnership Firm, Through its Partners,

MR. UDAY RAGHUNATH MUSALE,

Age: 41 Years, Occu: Business,

The Firm having its Office at, Office No.38,

2nd Floor, Sanas Plaza, 1302, Shukrawar Peth,

PUNE - 411 002.

Hereinafter referred to as the "VENDOR OWNERS ONE" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its legal heirs, executors, administrators, representatives and assigns] of the ONE PART,

AND

MR. UDAY RAGHUNATH MUSALE,

Age: 41 Years, Occu: Developer,

2. MRS. SEEMA UDAY MUSALE,

Age: Adults, Occu: Household,

THROUGH THEIR GPA HOLDERS

M/S. VAISHNAVI ENTERPRISES, A Partnership Firm, Through its Partners,

MR. UDAY RAGHUNATH MUSALE.

Age: 41 Years, Occu: Business.

The Firm having its Office at, Office No.38,

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UNE - 411 002.

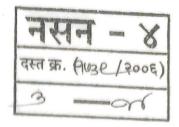
Hereinafter referred to as the "VENDOR OWNERS TWO" [which expression, shall unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its legal heirs, executors, administrators, representatives and assigns] of the SECOND PART,

AND

M/S. VAISHNAVI ENTERPRISES, A Partnership Firm, Through its Partners, MR. UDAY RAGHUNATH MUSALE, Age: 41 Years, Occu: Business, The Firm having its Office at, Office No.38, 2nd Floor, Sanas Plaza, 1302, Shukrawar Peth, PUNE - 411 002.

Hereinafter referred to as "VENDOR DEVELOPER" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include its existing Partners, legal heirs, executors, representatives and assigns] of the THIRD PART,

AND



MR. RAGHU SABAJI AWARE, Age: 48 Years, Occu: Service, R/o: 12, Vaishnavi Apartment, Nashik.

Hereinafter referred to as "PURCHASER" [which expression, unless it be repugnant to the context or meaning thereof, shall always deem to mean and include his legal heirs, executors, administrators, representatives and assigns] of the FOURTH PART;

FINAL CONVEYANCE OF FLAT NO.12 DECLARED AS "APARTMENT" UNDER THE PROVISIONS OF THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 U/9 5 AND DECLARED AS "VAISHNAVI APARTMENT" VIDE DECLARATION DEED AT SERIAL NO.3267 DATED 09/03/2001.

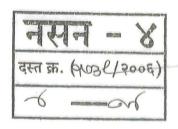
WHEREAS the property bearing Plot No. 03, 04, 05 & 06 admeasuring 199.50 Sq.Mtrs., 195.53 Sq.Mtrs., 198.65 Sq.Mtrs., & 196.21 Sq. Mtrs. respectively. Total area is 790.29 Sq. Mtrs. out of Survey No. 761/4A/2 lying and situate at Nashik, more particularly described in Schedule-I written hereunder, are owned by [1] Mr. Dilip Baburao Deore, [2] Mrs. Kalpana Dilip Deore, [3] Mr. Uday Raghunath Musale & [4] Mrs. Seema Uday Musale. Hereinafter referred to as the "Vendor Owners One & Vendor Owners Two".

AND WHEREAS the said property is from and out of the finally approved layout plan of Survey No. 761/4A/2 bearing No.LND/WS/377 dated 10/12/1997 and further the said property is converted to Non-Agricultural use vide Order from the Collector, Nashik bearing No.SR/304/98 dated 21/11/1998. Hence, the said property is fit for Non-Agricultural use and for raising construction bereupon of residential tenements.

AND WHEREAS the Vendor Owners One & Vendor Owners Two, by liture of their profession are unable to look after and maintain the said property and therefore, in order to get better returns, they decided to develop the said property through a competent and professional Builder. Accordingly, the Vendor Owners One & Vendor Owners Two negotiated with the Vendor Peveloper and accordingly have executed two separate Development Agreement and a General Power of Attorney both dated 25th January, 2001 in favour of the Vendor Developer herein. Further, to get absolute rights, authorities and powers of development of said property, the said Development Agreement is affixed with 1% Stamp Duty and both the documents are duly registered at the Office of the Sub-Registrar, Nashik at Document Serial No. 1233 & 1234 and 1235 & 1236 respectively all dated 25/01/2001.

AND WHEREAS the title of the Vendor Owners One & Vendor Owners
Two to the said property is clear, valid, marketable and free from all
encumbrances. To this effect, a Title Certificate has been obtained from Advocate,
Shri. Jayant D. Jaibhave, Nashik. Hence, the said property is a fit property for
causing development on it by constructing a building of Residential tenaments
thereon.

AND WHEREAS in pursuance to the aforesaid Development Agreement and General Power of Attorney and the rights, authorities and powers granted therein, on the property of the said Owners, the Vendor Developer has prepared a joint plan of one building from Architect, Deore Dhamne Architect, Nashik, and submitted to the Town Planning Department of Nashik Municipal Corporation and the same is duly approved and sanctioned vide Building



Commencement Certificate No. LND/BP/BB/CD/1302 dated 18/12/2000 from the Nashik Municipal Corporation, Nashik.

AND WHEREAS accordingly construction of the proposed VAISHNAVI Apartment is commenced upon the said property by the Vendor Developer and the same has been completed and accordingly the Vendor Developer has obtained the part Completion Certificate bearing No.Nagar Rachana/Cidco/160 dated 11/10/2002. The Vaishnavi Apartment shall consists of 18 Residential Units having independent approach to each Unit and also having all required facilities and civic amenities.

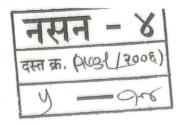
AND WHEREAS the Vendor Developer being possessed with all rights and authorities to develop the said property and further discretionary powers to sell and transfer the various constructed premises, has acquired the status of a "PARTNER". Further, the Vendor Developer has adopted the mode of The MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 and Rules framed thereunder for commencing and completing the said Housing Project to be constructed upon the said property under his sole discretion and choice available under the concerned law. Accordingly, a Declaration Deed of "VAISHNAVI APARTMENT CONDOMINIUM" is prepared and same is duly executed and registered at the Office of the Sub-Registrar, Nashik at Document Serial No. 3267 on 09/03/2001 by the Vendor Developer.

AND WHEREAS the Purchaser being interested in purchasing the Flat No.12 admeasuring 595.00 Sq. Ft. i.e. 55.27 Sq. Mtrs. built-up area on Second Stift Floor, from and out of Vaishnavi Apartment. Accordingly, the Vendor Developer executed an Agreement for Sale in favour of the Purchaser. The said Agreement is duly stamped, executed and registered at the Office of the Sub-Registrar, Nashik at Serial No.7894 dated 08/10/2002. The Purchaser, in terms of the said Agreement for Sale has paid the entire agreed consideration cost unto the Vendor Developer and, therefore, the Purchaser is put into possession of the said that premises and he is using and occupying the same. The Purchaser, as per the terms and conditions of these presents has discharged all obligations on his part including the payment of the consideration cost of the said Flat, from time to the terms of the Purchaser, the transaction has been completed and the large laser is already in possession, use and occupation of the said Flat.

AND WHEREAS in terms with the said Declaration Deed and to acquire posolute ownership and title to the said Flat premises, it is necessary that the said Flat premises be finally conveyed unto the Purchaser by an appropriate Deed of Apartment. The transaction agreed between the Vendor Owners One & Two and the Vendor Developer is completed. Hence, this indenture of final conveyance i.e. the Deed of Apartment is being executed by the Vendor Developer and the Vendor Owners One & Two, unto the Furchaser of the said Flat premises.

NOW THIS INDENTURE OF THE FINAL SALE WITNESSETH AS UNDER:

1. In pursuance of the terms and conditions agreed by and between the parties hereto, and upon having received the total amount of consideration of Rs.3,65,925/- [Rupees Three Lakhs Sixty Five Thousand Nine Hundred Twenty Five only] from the Purchaser to the Vendor Developer, in respect of the said Flat premises, more particularly described in the Schedule-II, written hereunder, as well as in the said Declaration Deed, the Vendor Developer hereby sell, alienate, transfer, assign and convey all that piece and parcel of the Flat premises.



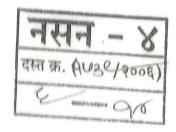
- The Vendor Developer has already handed over the vacant and peaceful possession of the said Flat premises unto the Purchaser before execution of this conveyance and he is entitled to retain the same forever, as its absolute Owner.
- 3. The Vendor Developer declares that he has completed all the formalities of allotting and transferring the Membership of VAISHNAVI APARTMENT in respect of the said Flat premises in favour of the Purchaser.
- 4. The Purchaser has already paid the requisite Stamp Duty of Rs.4.730/- on higher side as per the Agreement value of Rs.3,65,925/- and then prevalent Government valuation of Rs.3,60,000/- at the time of execution of Agreement for Sale and accordingly the said document is duly authenticated and registered at the Office of Sub-Registrar, Nashik as stated hereinabove. Hence, this indenture of final conveyance is executed on a formal Stamp Paper of Rs.100/-.
- 5. The Purchaser is aware of the meaning of the term "built-up" area and accordingly, while calculating the said Built-up area of the said Flat, it includes Staircase, balconies, wall thickness, proportionate passage area etc., as mentioned in detail in the said Declaration Deed. The Purchaser has satisfied himself about the said built-up area of the said Flat and has no complaint regarding it. So also, having inspected the said Flat while taking possession of it, the Purchaser has inspected, verified and satisfied himself regarding the quality of construction of the VAISHNAVI APARTMENT building and particularly the said Flat in it, together with the amenities provided therein and the Purchaser has no reservations or objections or complaints of whatsoever nature.
- 6. Further, the Purchaser has understood the scope and extent of use and enjoyment of the General and Common areas and Facilities, as well as, the restricted areas and facilities. So also the Purchaser is well aware of the General and Common areas, parking space etc. available to the said Flat premises under the said Declaration Deed and accept the same, without any reservation or accept.

The Purchaser is entitled to deal with and dispose off the said Flat premises a per his/her wishes, in favour of any person, firm or institution and at such presideration that he/she may deem fit.

he Purchaser is entitled to use and occupy the said Flat for the purpose of dential".

The Purchaser undertakes to pay all Municipal, Revenue and other taxes, Society maintenance charges, for the time being applicable and that may be imposed in future, in respect of the said Flat, as Owner.

- Electricity connection for the said Flat will be of the ownership of Purchaser and he will be liable to pay the bill thereof.
- 11. The Vendor Developer and the Vendor Owner hereby declare and assure the Purchaser:-
- [a] That the said Flat No.12 admeasures 595.00 Sq. Ft. i.e. 55.27 Sq. Mirs. built-up area.
- [b] That the Vendor Developer is fully authorised and empowered to sell, transfer and convey the said Flat, as its absolute legal Owner unto the Purchaser.



- [c] The said Flat and every part thereof is free from all encumbrances of whatsoever nature.
- [d] The title of the said Flat is clear, valid and marketable.
- [e] The Vendor Developer have not subjected the said Flat to any charge by way of mortgage, lease, gift, will surety, attachment, injunction, any oral or written Agreement, inheritance or otherwise and Vendors agree to indemnify Purchaser from and against any charge encumbrance or defect in the title of the said Flat if found.
- 12. The Purchaser himself with an intention to bring all persons into whose hands the said Flat may come, do hereby convenient with the Vendor Developer, as follows:-
- [a] To maintain the said Flat at the Purchaser's own cost, in good and tenantable, repair and condition from the date of possession is taken and shall not do or suffer to be done anything in or around the building in which the said Flat is situated, staircase or any passage which may be against the rules, regulations and bye-laws of the concerned local or other authority nor shall change, after or make any addition or deletion to the said Flat or any part thereof.
- [b] To obey and abide by the rules, regulations and bye-laws of the said Apartment that may be formed and pay all the maintenance charges in respected of the said Flat premises promptly and regularly.

13. The Vendor Developer and the Vendor Owners One & Two do hereby, convey, acquit, release, alliance and transfer all their rights, title and interest in the and Flat, more particularly described in the Schedule written hereunder, unto the companies of the peaceful enjoyment forever, as its Owner.

All the expenses like Stamp Duty, Registration charges, legal fees, typing and repoxing charges and other incidental expenses of this Conveyance are borne and by the Furchaser exclusively.

This Deed of Final Conveyance is executed by the Vendor Owners One & and the Vendor Developer in favour of the Purchaser with free consent.

SCHEDULE - I OF THE SAID PROPERTY HEREINABOVE REFERRED TO

All that piece and parcel of the Non-Agricultural land property from and out of the approved layout plan of Survey No.761/4A/2, Plot No. 03, 04, 05 & 06 admeasuring 199.50 Sq. Mtrs., 195.93 Sq. Mtrs., 198.65 Sq. Mtrs. & 196.21 Sq. Mtrs. respectively. Total area is 790.29 Sq. Mtrs. lying and being situate at Nashik, Taluka & Dist. Nasik within the limits of Nashik Municipal Coproation, within the Registration and Sub-Registration District of Nasik, bounded as under:-

PLOT NO. 03:

On or towards

East : S.No. 761/4C

West : 6.00 Mtr. wide Road

South: Plot No. 04

North: Plot No. 01 & 02

PLOT NO. 04

East : S.No.761/4C

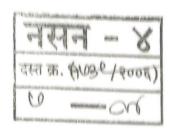
West : 6.00 Mtr. Wide Road

South: Plot No. 05

North: Plot No. 03

PLOT NO. 05:

PLOT NO. 06



On or towards

East : S.No. 761/4C

West : 6.00 Mtr. wide Road

East : S.No.761/4C West : 6,00 Mtr. Wide Road

South: Plot No. 06 North: Plot No. 04

South: Plot No. 07 North: Plot No. 05

All the said property together with all things appurtenant thereto and all rights of access and easement thereof.

SCHEDUEL-II OF SAID FLAT PREMISES HEREINABOVE REFERRED TO

ALL THAT piece and parcel of the constructed Flat No.12 on Second Stilt Floor admeasuring 595.00 Sq. Ft. i.e. 55.27 Sq. Mtre. built up area of "VAISHNAVI APARTMENT" duly constructed on the landed property, more particularly described in Schedule-I written herein above, with design and specifications and boundaries as per approved building plan.

All the said Flat together with all rights to enjoy the Common & General facilities available as per the said Declaration Deed.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to these presents on the day, month and year written first hereinabove.

SIGNED, SEALED & DELIVERED BY THE WITHINNAMED VENDOR OWNER ONE

- MR. DILIP BABURAO DEORE,
- MRS. KALPANA DILIP DEORE, THROUGH THEIR GPA HOLDERS M/S. VAISHNAVI ENTERPRISES, A Partnership Firm, Through its Partners,

MR. UDAY RAGHUNATH MUSALE, Tr. L. we Dir

SEALED & DELIVERED BY THE WITHINNAMED VENDOR OWNER ONE ir. uday raghunath musale MRS. SEEMA UDAY MUSALE, ROUGH THEIR GPA HOLDERS M/S. VAISHNAVI ENTERPRISES, A Partnership Firm, Through its Partners, 1/214. 27

MR. UDAY RAGHUNATH MUSALE,

SIGNED, SEALED & DELIVERED BY THE WITHINNAMED VENDOR DEVELOPER M/S. VAISHNAVI ENTERPRISES, A Partnership Firm, Through its Partners,

MR. UDAY RAGHUNATH MUSALE

[VENDOR OWNERS ONE

VENDOR **JOWNERS TWO!**

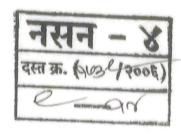
VENDOR DEVELOPER I

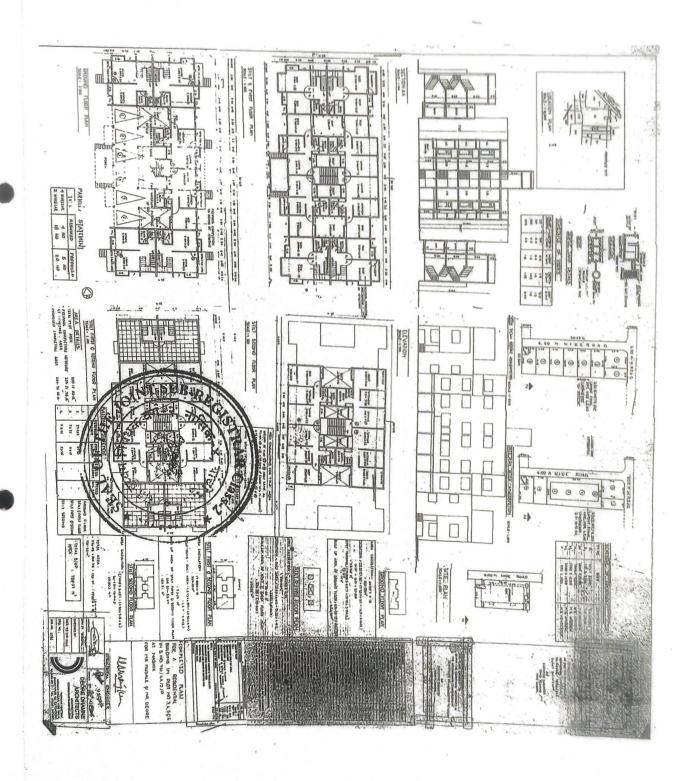
SIGNED, SEALED & DELIVERED BY THE WITHINNAMED "PURCHASER"

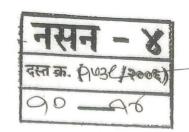
MR. RAGHU SABAJI AWARE

In the presence of Witnesses:









रि.नं. ४०/९३ - १०० बुके



(A) NO 001520

नाशिक महानगरपालिका, नाशिक

विनांक उ	१ १० १ २००४
इमारत बांधकामाचा वापर करणे बाबतचा दाखला (पूर्ण / भागमः)	
श्री. उद्य रहुगाय (सुस्य ५ र्ड्स) हि	किं वायुराय देवरा
संदर्भ : तुमचा दिनांक २४/०५ / २००४ चा अ	जारिक कुराकि की गरिक
महाशय,	3/10-0//
दाखला देण्यात येतो को, अस्में शिवारातील सि सर्व्हें नं. ७८९/४७/२३ प्लॉट नं. ३७५६ मधील इ मजल्याचे इकडील बांधकाम परवानगी नं. उ०८ वित्याप्रमाणे सर्व्हें धःक (आर्किटेक्ट) श्री. २०८ वित्याप्तमार्थे देण्यात येत आहे. त्याचे एकूण बांधकाम क्षेत्र ५८४-६६ चौ. मी. व चर्ट्ह क्षेत्र (कारपेट एरिया) ३८२ व व्याप्ति कारणाकरिताच करता वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी २) चरपट्टी आकारणीसाठी अलाहिचा प्रत मा. कर अधिक्षक घरपट्टी विभाग यांचे विभागाकडे संपर्क साधावा.	प्रमारतीच्या प्रभारतीच्या प्रभारतीच्या प्रभारतीच्या प्रभारतीच्या प्रभारतीच्या प्रभारतीच्या वापर प्रभारतीच्या वापर व्यक्ति त्या वापरात बदल करता येणार नाही.
४) सदरच्या पूर्ण केलेल्या इमारतीत महानगरपालिकेच्या पूर्व परवानगीशिवाय वापर	गाउमे व बांधान गामार्थ —
4) 9/ 5)	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	महाकार्यकारी कार्यकार करा निर्माणकार करा करा कार्यकारी कार्यकार करा करा करा करा करा करा करा करा करा