

#### BETWEEN

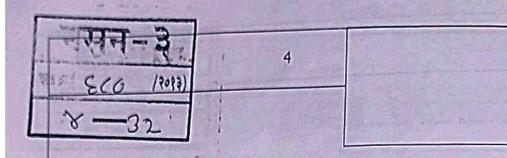
(1) Shri. Pradip Somnath Pachpatil, Age - 46 years, Occupation - Business (PAN NO. AHTPE 8737 H) R/o. Wine House, Saptashrungi Colony, Gangapur Road, Nashik, (2) Shri. Pranav Vasant Pawar, Age - 28 years, Occupation — Agriculture & Business (PAN NO. ANPPP 6444 D) R/o. Shushrut Hospital, New Pandit Colony, Gangapur Road, Nashik, (3) Shri. Parikshit Ramesh Kenge, Age - 28 years, Occupation —Business (PAN NO. APPPK 5561 G) R/o. 3, Prasad Apartment, New Pandit Colony, Gangapur Road, Nashik, herein after referred to as "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators, representatives and assigns) of the ONE PART.

#### **AND**

1] Shri. Santosh Ambadas Loharkar, Age -42 years, Occupation - Service, (Pan No. ABBPL 8190 L) 2] Sau. Manisha Santosh Loharkar, Age -37 years, Occupation - Business, (Pan No. ABFPL 8921 R) Both R/o. Flat No.17, Dnyanda Apartment, Near Hotel New Padma, Abhiyanta Nagar, Kamtawade, Nashik, Hereinafter referred to as the PURCHASERS (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS:

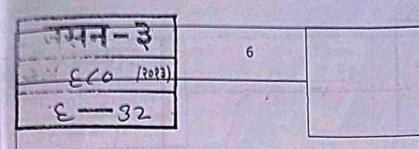
Pawar, (3) Shri. Parikshit Ramesh Kenge, (Hereinafter referred to as the Plot Owners) are seized and possessed of and otherwise well and sufficiently entitled to a Non-Agricultural Piece of land bearing Revenue Survey No. 65/3/2/2 Plot No. 10+11+12, admeasuring 666.56 sq.mtr., together with T.D.R.F.S.I. of 270.00 sq. mtrs., situate, lying and being at Village Anandvalli, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nasik and within the limits of Nasik Urban Agglomeration, Nasik (more particular described in



Schedul-I, hereunder written and hereinafter referred to as the "Said Property" for the sake of brevity).

The aforesald property has been purchased by the Vendors from Sou. Rashmi Hemant Choube & Shri. Kisan Laxman Khalkar vide Sale Deed dtd. 05/09/2011 bearing Registration No. 10818/2011 dtd. 06/09/2011. In pursuance of execution of the said Sale Deed the name of the Vendors were entered into ownership column of the said property vide M.E. No. 7996. The Vendors have purchased T.D.R.F.S.I of 270.00 sq. mtrs. out of "D" Zone out of Certificate No. 530 dtd. 01/10/2011 from B.C.S. Developers through its Director Shri. Vishal Vikram Shah (HUF) vide Registered Sale Deed dtd. 13/10/2011 bearing Registration No. 10721/2011 dtd. 13/10/2011.

- 2. AND WHEREAS layout of the said property has been finally approved by The Assistant Director, Town Planning, Nashik Municipal Corporation vide their permission No. Nagarrachana/Final/B-1/CD-108 Dated 16/12/2000. The Amalgamation plan of Plot No. 10, 11 & 12 was approved by The Assistant Director, Town Planning, Nashik Municipal Corporation vide their permission No. Naravi/Vashi/Satpur/B-1/17 Dated 20/10/2010.
- AND WHEREAS the said property has been converted for melon Agricultural use vide the order of Collector of Nashik bearing No.MAH/Kaksha-3/NASR/28/28, Dated 27/10/1998.
- 4. 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.
- 5. AND WHEREAS the Vendors have prepared Building Plan of the proposed building and got it sanctioned from the Nashik Municipal Corporation vide building permission order No. LND/ BP/Satpur/B-1/366/4094, dtd. 25/11/2011. The construction of the proposed building is in progress.
- 6. The Vendors shall form and Register Apartment Owners Association under the provisions of Maharashtra Ownership of Apartment and

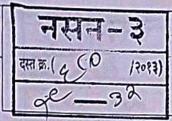


respect of the said building shall be executed by the Vendors in due course of time.

11. AND WHEREAS the Purchasers have 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 themselves about the title of Vendors to built the proposed building on the said property and shall not hereafter question the same. Prior to the Execution of this Agreement. Being satisfied with the Title of the said property and the title of the Vendors to construct and to sale the aforesaid premises, the Purchasers have decided to purchase the said premises from the Vendors on the terms and conditions appearing hereunder.

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

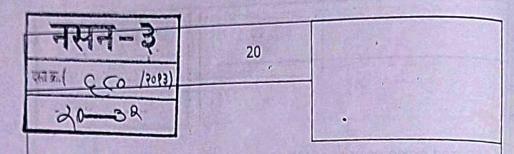
- The Vendors have started construction of a residential building known as LA-RACE (hereinafter referred to as THE SAID BUILDING) on the said property, described in the First Schedule annexed hereunder and in accordance with the approved Building plans and specifications. The building plans of the said building are prepared by Er. Madhukar B. More and Structural Engineer Mr. S. B. Bhagwat of Nasik.
- The Building plans of the said building has been sanctioned by the Nashik Municipal Corporation, Nashik vide their Order No. LND/BP/Satpur/B-1/366/4094, dated 25/11/2011. The sanctioned Building Plans from the Nashik Municipal Corporation, Nashik are open for inspection at the building site or at the office of the Vendors.
- The Purchasers has inspected the Building plans and also the particulars of the specifications and amenities in accordance with which the said Building is constructed. The Vendors will be entitled to make such changes in the building plans as the Vendors may deem fit



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 such event it will not affect the rights of the Vendors provided under this Agreement, nor such act on the management being entrusted as provided hereinabove, the rights to manage the said premises and the said property and to pay the outgoings and the same shall the part of the Vendors shall be deemed to be a waiver of the right of the Vendors under this Agreement.

The Purchasers are aware that the Vendors shall be paying the maintenance, municipal taxes and all other outgoings in respect of whole or part of the said Property for and on behalf of the Purchasers of the said premises and it shall be paramount responsibility of the Purchasers to pay all the outstanding regularly. In the event of the default being committed by the Purchasers herein or any of the Purchasers of any other premises in the said property and in such an event the Vendors shall not be bound to pay outgoings for and on behalf of such defaulting Purchasers. In the event of any essential supply being disconnected, it shall be the responsibility of the Purchasers of the said premises and all the Purchasers together who shall be deemed to be managers under the provisions of the Maharashtra Ownership of Flats Act, 1963 or Apartment Owners Association in respect of the said premises in respect of which possession have been given to the Purchasers by the Vendors.

On possession being taken by the Purchasers, the Purchasers shall not be entitled to make any claim, objection, contention or proceedings against the Vendors 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 or

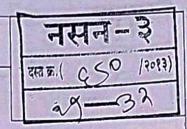


alterations, etc. and the same, if any, shall be treated and deemed to have extinguished and/or waived.

- 46) The Purchasers 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.
- 47) The name of the said building shall always be known as LA-RACE and the name of the Apartment and the name of the Apartment Owners Association shall bear the name of LA-RACE as its first name and this name shall not be changed without the written consent of the Vendors, things, documents, letters, writings and papers as may be reasonably required by the Vendors for further better or more perfectly effectuating or preserving the right and interest of the Vendors or for securing the due fulfillment of the provisions thereof.
- The Purchasers 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 Vendors for further better perfectly effectuating or preserving the right & interest of the vendors or for securing the due fulfillment of the provisions thereof.

  49) Irrespective of disputes is
- 49) Irrespective of disputes if any, arising between the Vendors & the Purchasers & apartment owners association, all amount contribution & under this agreement shall always be paid punctually by the for any reason whatsoever.
- 50) If the Purchasers neglects, omits or fails for any reason what so- ever to pay to the Vendors any of the amounts due and payable by the Purchasers under the terms and conditions of this Agreement



(whether before or after delivery of possession) within the time herein specified or if the Purchasers in any other way defaults or fails to perform or observe any of the covenants and stipulations on their part herein contained or referred to or prevents the Vendors from exerting the Vendors rights as provided in this Agreement, then in that event the Vendors shall be entitled to resume possession of the said premises and Agreement shall cease and stand terminated.

- Any delay or indulgence by the Vendors in enforcing terms of this 51) Agreement or any indulgence of giving time to the Purchasers shall not be construed as a waiver on the part of the Vendors of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the right of the Vendors hereunder.
- This Agreement shall always be subject to the provisions of the 52) Maharashtra Ownership Flats (Regulations of promotion of construction, sale, management and transfer) Act 1963 and Maharashtra Apartment Ownership Act, 1970- and the rules made under the said Act from time to time.
- The Purchasers shall use the said premises for residential purpose or 53) any other lawful purpose permitted by Nashik Municipal Corporation in this respect.

## SCHEDULE - I

Description of the said property referred to above.

That piece & parcel of Non- Agricultural land bearing Revenue Survey No. 65/3/2/2 Plot No. 10+11+12 admeasuring 666.56 sq.mtr., together with T.D.R. F.S.I. of 270.00 sq.mtrs. situated, lying and being at Village Anandvalli, Taluka and District Nashik, within the limits of

Nashik Municipal Corporation, Nashik, within the limits of Nashik Urban

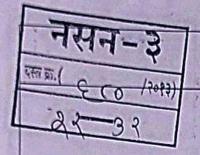
Agglomeration and bounded as under :-

7.5 mtr. wide colony Road. On or towards the East

Plot No.20 & 21 ~ On or towards the West : 7.5 mtr. wide colony Road. /

On or towards the South : Plot No. 23 & 38

On or towards the North :



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#### SCHEDULE - II

## Description of the Said Premises sold under this Agreement.

On the aforesaid property a building named as "LA-RACE" is under construction, out of the said building the premises of Flat No. 204, admeasuring 1015.00 sq. ft. (Built-Up) i.e. 94.33 sq. mtrs. Situated on Second Floor and bounded as under:

On or towards the East

By 7.5 mtr. Road

On or towards the West :

By Flat No.201

On or towards the South :

By 7.5 mtr. Road

On or towards the North:

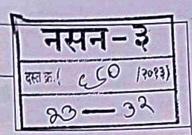
By Flat No.203.

### SCHEDULE - III

# LIST OF THE AMENITIES TO BE PROVIDED IN SAID FLAT PREMISES

- R.C.C. Framed Structure with External wall 6" Thick Internal Wall 4" Thick.
- 2) First Quality Vitrified Tiles of 2" X 2" in all rooms with same skirting.
- Granite Kitchen Platform with Steel Sink & glazed Tiles Dado above Kitchen Otta.
- Bathroom & tollet with CPV C plumbing material and full height glazed tiles with branded sanitary fittings.
- Concealed Electric Fitting- of Copper wiring with modular switches with appropriate No. of Points.
- 6) Concealed G.I. Fitting of ISI Standard to all Tollet.
- 7) Internal OBD Paint, External Waterproof Cement Paint.
- 8) Door Shutter of flush Door painting with OBD hardware fitting of good quality.
- Powder Quoted Aluminum Sliding windows with Wosquito Net Safety Grill.
- 10) Lift with battery backup facility.
- 11) Allotted car parking for each flat.
- 12) Telephones, Cable & inverter connection in living room.
- 13) 53 grade Cement shall be used from construction.
- 14) Tested and certified steel shall be used for construction.

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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 'VENDORS'

(1) Shri. Pradip Somnath Pachpatil

\$ hoard

(2) Shri. Pranav Vasant Pawar

an



(3) Shri. Parikshit Ramesh Kenge

the wit

(VENDORS)



IGNED, SEALED AND DELIVERED BY

THE WITHINNAMED 'PURCHASERS' viz.

1] Shri. Santosh Ambadas Loharkar

June



2] Sau. Manisha Santosh Loharkar

Markou

(PURCHASERS)



IN PRESENCE OF WITNESSES, INT SUB-RECTOR

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## NASHIK MUNICIPAL CORPORATION

NO:LND/BP/ Satput B1/366/4094

OFFICE OF NASHIK MUNICIPAL CORPORATION DATE: 25/11/20/1

SANCTION OF BUILDING PERMIT AND COMMENCEMENT CERTIFICATE

12033) दस्त क्र. Vash D

Shri. Pranav Vasantrao Pawar & Others. ' TO,

C/o, Er, Madhukar B, More & Stru Engi, S, B, Bhagwat of

Sub - Sanction of Building Permit & Commencement Certificate in Plot No. -- 10+11+12 of S. No. 65/3/2/2 of Anandwalli Shiwar.

Ref - Your Application & Plan dated: 12 / 10 /2011 Inward No. B1/BP/4218 Case No :- --

Sanction of building permit & commencement certificate is nereby granted under section 69 of the Maharashtra Regional and Town Planning Act 1966 (Mah. of 1966) to carry out relopment work/and building permits under section 253 of The Bombay Provincial Municipal Corporation Act. 1949 (Bombay Act, No. LIX of 1949) to errect building for Residential Purpose as per plan duly amended in ...... subject to the following conditions.

## CONDITIONS (1 to 31)

- The land vacated in consequence of enforcement of the set-back rule shall form part of 1) public street.
- No new building of part thereof chall be occupied or allowed to be occupied or permitted to be used by any person until completion certificate, under sec. 263 of the Bombay Provincial Municipal Corporation Act, 1949 is duly granted.

The commencement certificate Building permit shall remain valid for a period of one year emmencing from date of its issue & thereafter it shall become invalid automatically unless of envise renewed in stipulated period Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planting Act 1966 & under Bombay Provincial Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.

permission does not entitles you to develop the land which does not vest in you.

he date of commencement of the construction work should be intimated to this office WITHIN SEVEN DAYS

Permission required Under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966 efc.].

After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.

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