



AHMEDNAGAR SHAHAR SAHAKARI BANK MARYADIT

"Sarvarth", Navipeth, Ahmednagar - 414 001.

Licence No. : D-5/STP(V)/C.R.1045/01/05/1079-1082

FRANKING DEPOSIT SLIP

No.: 5616

Date 7/13/2006

Deposite Br. H.O. "Sarvarth", Navipeth, Ahmednagar.

Pay To Q3 01 Account Stamp Duty

Franking Value	Rs. :	2000
Service Charges	Rs. :	900
Total	Rs. :	2900/-

Name of Stamp Duty Paying party

D.D./Cheque No. :

Drawn on Bank :

Item No.

Franking St. No. :

For Ahmednagar Shiksha Sahakar Bank Maryam.

Officer _____
Authorized Signatory

नांव: श्री. प्र. रा. मुळे हॉट कोरिडोर

पचा:- १०/११/११. १०/११/११

कृतोः-नांव महाराष्ट्र देशांत सवी

प्रावर्ती क्र. ५९१८

Ahmednagar Shahar
Sahakari Bank Maryadit.,
"Sarvarth", Navi Peth,
Ahmednagar.
D-5/STP(V)/C.R.1045/
01/05/1079-1082

For Patilnagar Sahakar Bank Agency

Authorized Signatory _____

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SPECIAL MAGAZINE
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R.00089001-209363

AGREEMENT

ARTICLES of Agreement made and entered into at Ahmednagar on this 18th day of January 2006.

BETWEEN

MRS. JYOTI SANJAY JADHAV

Age: 28 yrs., Occ.: Household.

R/o. Shahunagar, Kedgaon, Ahmednagar.

hereinafter called the Purchaser (which expression shall unless it is repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators and permitted assigns.)

... party of the First Part

(Zone No. 2/157)

Consideration Rs. 5,05,000/-



अणन १

दस्ता क्र. २०९ / ०६

9 / 29

INDIA NON JUDICIAL

₹ 100

RS 100

सत्यमेव जयते

भारत

एक सौ रुपये ONE HUNDRED RUPEES

H 146793

वि. १५/११/६६-रज. ३१७ किल्लत १०
 नैव शिष्टा-उचें हें अंकोरिह २१ नगर
 हलें-१५ अंकोरिह ३८१
 कलेक्टर कार्यालय, अ. नगर, १५/११/६६
 परवाना क्र. १२/१६



अनन १
दरत क्र. २०९/०६
२/१९

कमी पडलेले मुद्रांक शुल्क

નિઝુન ઘેઝાર

२ स्त्री. श्वेती संज्ञक आध्व.

(સૌંજેની સંજય જાણવ)



अनन 9
दस्त क. 208/06
2/78

AND

Shah-Mulay and Associates, a registered partnership firm, 5081/82, Maliwada, Ahmednagar, through its partners, (PAN No. AAFPS 1947 K)

1. **Shri. Pramod Himmatlal Shah** (PAN No. ARAPS 9416 M)

Age: 42 yrs, Occupation: Business,

R/o. Bhavaninagar, Ahmednagar

2. **Shri. Ravindra Ganesh Mulay** (PAN No. AFDPM 3364 B)

Age: 42 yrs, Occupation: Business,

R/o. Rasanenagar, Savedi, Ahmednagar

As GPA holder of (registered D. No. 4-4452/04, dated 16.12.2004)

Pushkaraj Developers, a partnership firm through its partners,

1. **Shri. Rajkumar Kishanchand Katariya**, Age: 45 yrs, Occ.: Business, R/o. Sai Sharan Aptt, Savedi, Ahmednagar, 2. **Shri. Dhanesh Mansukhlal Munot**, Age: 31 yrs, Occ.: Business, R/o. Munot Estate, Station Road, Ahmednagar & 3. **Shri. Jitendra Kachardas Munot**, Age: 27 yrs, Occ.: Business, R/o. Near Zopadi Canteen, Savedi, Ahmednagar.

Hereinafter called the Builder (which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns)

...party of the Second Part;

WHEREAS the party of the Second Part are having well, clear and marketable title over the said plot of land and the said property free from all encumbrances. The said owner have given general power of attorney in favour of Shah-Mulay and Associates (registered D. No. 4-4452/04, dated 16.12.2004), to develop the said property in various flats/shops thereof.

AND WHEREAS the party of the Second Part has decided to develop on the said properties a building known as 'Gananayak Apartment'. Accordingly plan was submitted to the Ahmednagar Municipal Corporation, Ahmednagar and upon the said plan and application the Ahmednagar Municipal Corporation has sanctioned and approved the said plan through office resolution No.511 dated 24.03.2004. The declaration of the said 'Gananayak Apartment' has been registered and registration no. is 1222/05, dated 29.03.2005.

AND WHEREAS the Purchaser has agreed to purchase a built-up area admeasuring 45 Sqm. on the First floor of the said building; to be known as 'Gananayak Apartment' for a sum of Rs. 5,05,000/- (Rupees Five Lac Five Thousand only) in the manner on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT PRESENTS WITNESS AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Builders shall develop a building of residential flat and commercial shop units to be called as 'Gananayak Apartment' on the said property having Savedi S.No.39/1B/3, Plot No.1+2, admeasuring 705.25 Sqm. and in Registration District of Ahmednagar. More particularly described in the Schedule of the said land



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hereunder written, in accordance with the purchaser, with such variation and modifications as the builders may consider necessary or be required by the public body of authority to be made in them or any of them.

2. The Purchaser hereby agree to acquire from the Builder Flat No. 103, having built-up area 45 Sqm. on the First Floor of the building 'Gananayak Apartment' as shown in the floor plan thereof for a sum of Rs. 5,05,000/- (Rupees Five Lac Five Thousand only) the Purchaser hereby agrees to pay to the Builders the purchase price by as under-

- a) Rs. 20,000/- as Earnest Money by on or before the execution of terms present
b) The balance of purchase price by installments as follows-

Rs. 4,85,000/- On or before 31.01.2006

Rs. 5,05,000/- Total Consideration

3. The fixture, fitting and amenities to be provided in the said flat/shop and the materials to be used in the construction of the said building shall be specification of the said building shall be as set out in Schedule B hereto.
4. The Purchaser hereby agrees to pay all the amounts payable under the terms and conditions of this agreement as and when they become payable in any case within one week from the receipt of the intimation from the builders, that the amount has due such intimation to be sent by ordinary post at the address of the Purchaser mentioned above or to be left at the said address by hand delivery. If the Purchaser commits, defaults in payment of any of the mentioned in the preceding clause on respective due dates, time being the essence of this contract, the Builder shall be at liberty to terminate, in which event the aforesaid amount of earnest money paid by the Purchaser to Builder shall stand forfeited. The Builders shall however, on such termination refund to the Purchaser any installments paid other than Earnest Money without any interest. On terminating this agreement under this clause, the Builders shall be at liberty may determine and the Purchaser shall not be entitled to question such sale or claim any amount whatsoever from the Builder.
5. Without prejudice to the other rights of the Builder under this agreement and/or in law the Purchaser should be liable to pay interest @18% p.a. on all amounts due and payable by the Purchaser under this agreement, if such amount remains unpaid for 7 days or more becoming due.
6. Possession of the said flat/shop shall be delivered to the Purchaser on all amount due by the Purchaser under these presents are fully paid to the Builder. The Builder shall not incur any liability if they are unable to deliver possession of the said flat/shop by the date aforesaid, of the completion is delayed by the reason of completion certificate not being received by Municipal Corporation or reason of War, Civil commotion, Act of God or non availability of building materials or if non-delivery of the possession is the result of any notice, order rule or notification of government and other Public Authority and/or for other cause beyond the



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control of the Builder. The Purchaser shall take possession of the flat/shop within seven days of the builder giving written notice to the Purchaser intimating that the said unit is ready for use and occupation.

7. If any unforeseen events giving rise to non-availability of materials or increased rates of material whatever may be required, in the sole opinion of the builder or equivalent quality, such rise or variation in market rates automatically entitle the builder to change such variation and increased rate from the date of market fluctuation.
8. In this event the builder shall intimate the purchaser on his/her registered address or intimate such increased rates of materials in the market and the purchaser will have to pay such increase as and when demanded by the builders. And there after the installments of purchase price encumbered in para(2) above shall be taken to have increased proportionately.
9. Upon possession of the said flat being delivered to the purchaser, the purchaser shall be entitled to use and occupy the said flat/shop and upon taking such possession, he shall not charge any claim against the builder, in respect of any item of work in the said flat/shop.
10. The purchaser alongwith other purchasers of flat in the said building shall form and join an Apartment Housing Society/Apartment Association and after completion of the said building and receipt by the builder shall cause to be executed the necessary conveyance of the said plot of land in favour of such Apartment Housing Society/Apartment Association. Such conveyance as also the rules, regulations and bye-laws of the proposed Apartment Housing Society/Apartment Association shall be prepare and approved by the advocate of the builder.
11. All costs and expenses including the professional charges of the advocate of builder in connection with the formation of Apartment Housing Society/Apartment Association and the preparing, engrossing, the printing, stamping and registration of the agreement and also the said conveyance of properties shall be borne by all flat/shop owners and/or members of such Apartment Housing Society/Apartment Association. The stamp and registration charges incidental to the agreement including the advocate cost be borne by and shall be paid by the purchaser. The purchaser will lodge this agreement for registration and the builder will attend the Sub-Registrar's office and admit execution thereof after purchaser has informed them the number at which it is lodged.
12. The purchaser shall pay to the builder on demand of the following sums-
 - a) Rs.03,000/= Towards legal cost charges, advice and drafting this agreement as well as the drafting the deed of conveyance to the Advocate of builder.
 - b) Rs.20,000/= Towards the charges of stamp, registration and other charges expected as deposit.



अ.नगर १
दस्तावेज क्र. २०९/०६
६/१९

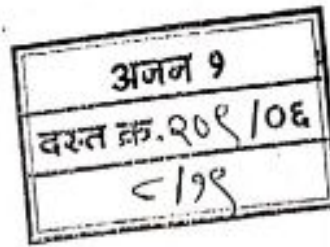
- c) Rs.15,000/= Towards electric light meter deposit and other necessary deposit.
13. Until Apartment Housing Society/Apartment Association of the purchasers of the flat/shop is formed, the property conveyed to it, the purchaser agrees and binds himself/herself to pay such proportionate share of his/her out goings as may be determined by the builder. Such out goings namely Municipal Taxes, Motor Charges, Insurance, Common Light Bills, Common water tap, tanks repairs and salaries to clerk and sanitary sweepers, chowkidars and all other expenses necessary and incidental to the management and maintenance of the property. The purchaser further agrees that till his/her share is so determined, he/she shall pay the builder monthly contribution of Rs.200/- (Rupees Two Hundred only) per month towards the outgoing. The purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out goings regularly every month in advance and shall not withhold the same for any reason whatsoever.
14. The purchaser has before the execution of this agreement satisfied himself/herself about the marketable title of the said plot of land and he/she shall not be entitled to dispute the same and no objection shall be raised in any matter relating thereto.
15. It is agreed that if the floor index or density is not consume in the building to be put or if before transfer of the property to Apartment Housing Society/Apartment Association further construction on the land is allowed, the builder would be entitled to put up additional or other construction without any let or hindrance, by the purchaser provided that any payment that may have to be made to the A'nagar Municipal Corporation shall be paid by builder alone.
16. The purchaser shall from the date of possession maintain the said flat/shop at his/her own cost in good tenantable repairs and conditions and shall not done or suppose to be done anything in or to the building or the said flat/shop, staircase and common passage which may be against rule, regulations or bye-laws of the Municipal Corporation or any other authorities or purchaser shall not change, alter or shall not make additions to the said Flat/Shop, building or any part thereof. The purchaser shall be responsible for any breach of these provisions.
17. The purchaser shall not store in the said building any goods which are hazardous, combustible, dangerous or heavy as to damage to construction or structure or any part of the structure of building or are objected by the local authority or other authorities and shall not carry or cause to be carried heavy packages to upper floors which are likely to cause damage to the staircase, common passage or any other structure of building including this flat/shop and shall not keep or cause to be kept by dustbin and/or package or article in front of his/her entrance of the flat/shop or common passage and common spaces and staircases of the building for all these acts and purchaser shall be liable for the damage that to the cause in addition to the consequences of the breach of this clause.
18. Nothing contained in these presents is intended to be nor to be construed as a grant demise or assignment in law of the said flat/shop or part thereof. The purchaser



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shall have no claim save the except in respect of particular Flat/Shop hereby agreed to be acquired that is all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the builder until the whole property of the builder is transferred to the Apartment Housing Society/Apartment Association as earlier mentioned.

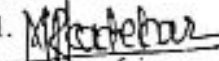
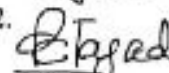
19. The purchaser shall not let, sublet, transfer or assign or part with possession of the said Flat/Shop until and unless all the dues payable by him/her to the builder under this agreement are fully paid up.
20. The purchaser and the person to whom the said flat/shop is intended to let, sublet, transfer assign or given possession of from time to time shall sign all applications, papers and documents and do all such acts, deed and things the builders and/or Apartment Housing Society/Apartment Association may require for safe guarding the interest of the builder and all purchasers and/or other purchasers in the said building. The right to reject to all such applications and to prohibit such subletting assigns and giving possession shall be supreme right of the builder alone and that shall not be challenged by other remaining parties.
21. It is agreed that the purchaser or the person to whom the said Flat/Shop is allowed to be let, sublet, transfer to assigns shall observe and perform all the rules and regulations which the Apartment Housing Society/Apartment Association may adopt at its inspection and the additions of amendments that may be made from time to time.
22. The purchaser shall not at any time demolish or caused to be demolished the said Flat/Shop or any part thereof agreed to be taken by him/her, nor shall be at any time make or caused to be made any addition or alteration of whatsoever nature to the said flat/shop or any part thereof. The purchaser hereby unconditionally agreed to keep the partition walls, sewers, drainage lines and other facilities which are jointly engaged in good tenantable repairs and conditions in particular so as to support shelter and protect the parts of the said building. The purchaser further agrees not to chisel or in any other manner damage the structural columns, beams, walls, slabs or RCC parts, other structural members without the prior written permission of the builder.
23. The development and/or betterment charges or other charges or Municipal Corporation, Government or any other public body of authority, NA Tax in respect of the said building, property shall be borne and paid by all the purchasers of the said Flat/Shop in the building in proportion to the respective floor area of their respective flat/shop.
24. Any delay tolerated or indulgence shown by the builder in enforcing the terms and conditions of this agreement or any forbearance for giving of time or in connection to the purchaser by the builders shall not be construed as a waiver on the parts of the builders of any breach or non compliance of any of the terms and conditions of

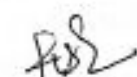


this agreement by the purchaser nor shall the same in any manner prejudice the rights of the builder.

25. The said building shall always be known as 'Gananayak Apartment' and the name of the Apartment Housing Society/Apartment Association be formed shall always bear the name as 'Gananayak Apartment' and this name shall not be changed without written permission of the builder.
26. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Rules, 1964 and other provisions of the law applicable thereto.
27. It is further agreed that the amount of consideration of the above mentioned property/flat/shop does not include the Service tax, however if it is charged by the concerned authority whatsoever it may be, it shall be paid by the party of the First part only and the party of the Second part will not be liable to pay the Service Tax or any other property tax of the above said property/flat/shop.
28. The MSEB connection and Municipal water connection- The initiative and help will be from builder for provision of light and water but these things are not related with the transaction of total flat/shop value. All amounts should be paid by the purchaser as soon as all the work of his/her flat/shop is completed.

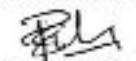
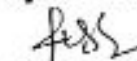
WITNESS

1. 
Mahesh R. Kadekar
Kedgaon, A' Nagar.
2. 
Prakash C. Tagad
Saveri, A' Nagar.

-  
(R.G. Mulay) (P.H. Shah)
Shah-Mulay and Associates
GPA holder of Pushkaraj Developers
1. Shri. Rajkumar Kishanchand Katariya
 2. Shri. Dhanesh Mansukhlal Munot
 3. Shri. Jitendra Kachardas Munot
- Party of the Second Part

२ श्री. खोली संजय जाधव.
Purchaser
Party of the First Part

Received this day and year first hereto written of and from the within named purchaser a sum of Rs. 60,000/- (Rupees Sixty Thousand only) by cheque no. 419506 & 419507 each of Rs.30,000/- drawn on Ahmednagar District Central Co-operative Bank Ltd. being amount of earnest money within mentioned as by her paid to us.

 
(R.G. Mulay) (P.H. Shah)
Shah-Mulay and Associates
We say received.



अजल 9
दस्तावेज क्र. 209/06
९/१९

SCHEDULE- A

Description of property: All that piece and parcel of the plot no.1+2 out of Savedi S.No.39/1B/3 situated at Savedi, within the limits of Ahmednagar Municipal Corporation and in Sub Registration District, Taluka Nagar, Dist. Ahmednagar admeasuring 705.25 Sqm. total which is bounded as under:

Plot No.	Area in Sqm.	East	South	West	North
1+2	705.25	Road	S.No.39/1B/2	S.No.39/1B/2	S.No.39/1A/2C

SCHEDULE- I

Out of property mentioned in schedule A Flat No. 103, situated at First Floor of Gananayak Apartment admeasuring 45 Sqm. approx.

Flat No.	Floor	B/up area in Sqm.	Boundaries			
			East	South	West	North
103	First	45.00	Flat 102	Side Margin	Stair & Flat No. 3	Side Margin

Including all these structure, common facilities and amenities, electrical fittings etc.

SCHEDULE- B

Schedule of building specifications, fixtures, fittings and amenities under:

1	Structure	The building will be of RCC frame structure.
2	Partition Walls	All the outside walls and the partition walls will be in brick work with plaster and one coat of lime wash and two coats of distemper.
3	Flooring	The flooring in all habitable rooms will be of white mosaic tiles.
4	Doors and Windows	Doors will be flush doors without ventilators, painted. Aluminum windows will be provided to each flat with glass. Doors will have aluminum/MS fixtures.
5	Electrical fittings and Light points	Electric line will be in casing and capping wiring. Each room will have one electric point, one fan point and one plug point on switchboard. Balcony, Bathroom, WC will have one electric point. One power point will be provided in bathroom. One mixer point in kitchen, one telephone point, one bell point and one TV point will be provided.
6	Bath & WC	All the WC's will be fitted with one Indian style WC pot. White glazed tiles will be provided with dado upto 4'0" in bath and 1'6" in WC.
7	Loft	Each flat will have loft approx. 10 Sft.
8	Kitchen Platform	Cuddappa of 2'3" x 5'0" & 1'6" white glazed tiles dado above platform.
9	Basin	One wash basin will be provided in each flat.

(R.G.Mulay)

(P.H.Shah)

नगर



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ग. वि. प्र. १२

प्रमाण-कॉम्प्युटर तालिका
कॉम्प्युटर तालिका
मिस्त्रियान, सप्रेम

Scanned with CamScanner

अहमदनगर नगरपालिका
ते आऊटग्रीड वटी छातीतप्रमाणे

- १) ते, जिहा निमित्त कोर्टात जाणे आवश्यक आहे त्याप्रमाणे प्रमाणे प्रमाणे
- २) प्रत्येक कोर्टात जाणे आवश्यक आहे त्याप्रमाणे प्रमाणे प्रमाणे
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- ४) सर्व कोर्टात जाणे आवश्यक आहे त्याप्रमाणे प्रमाणे प्रमाणे
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- १) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे
- २) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे
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- ५) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे
- ६) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे
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- १०) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे
- ११) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे
- १२) ते, आऊटग्रीड वटी छातीतप्रमाणे प्रमाणे प्रमाणे

मंजूर

१८० दिनांक १८/०८/१९८५ मध्ये कोर्टात जाणे आवश्यक आहे त्याप्रमाणे प्रमाणे प्रमाणे



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बहुमदनगर
विभाग

५१४४४
५१४४४

खरी नकल

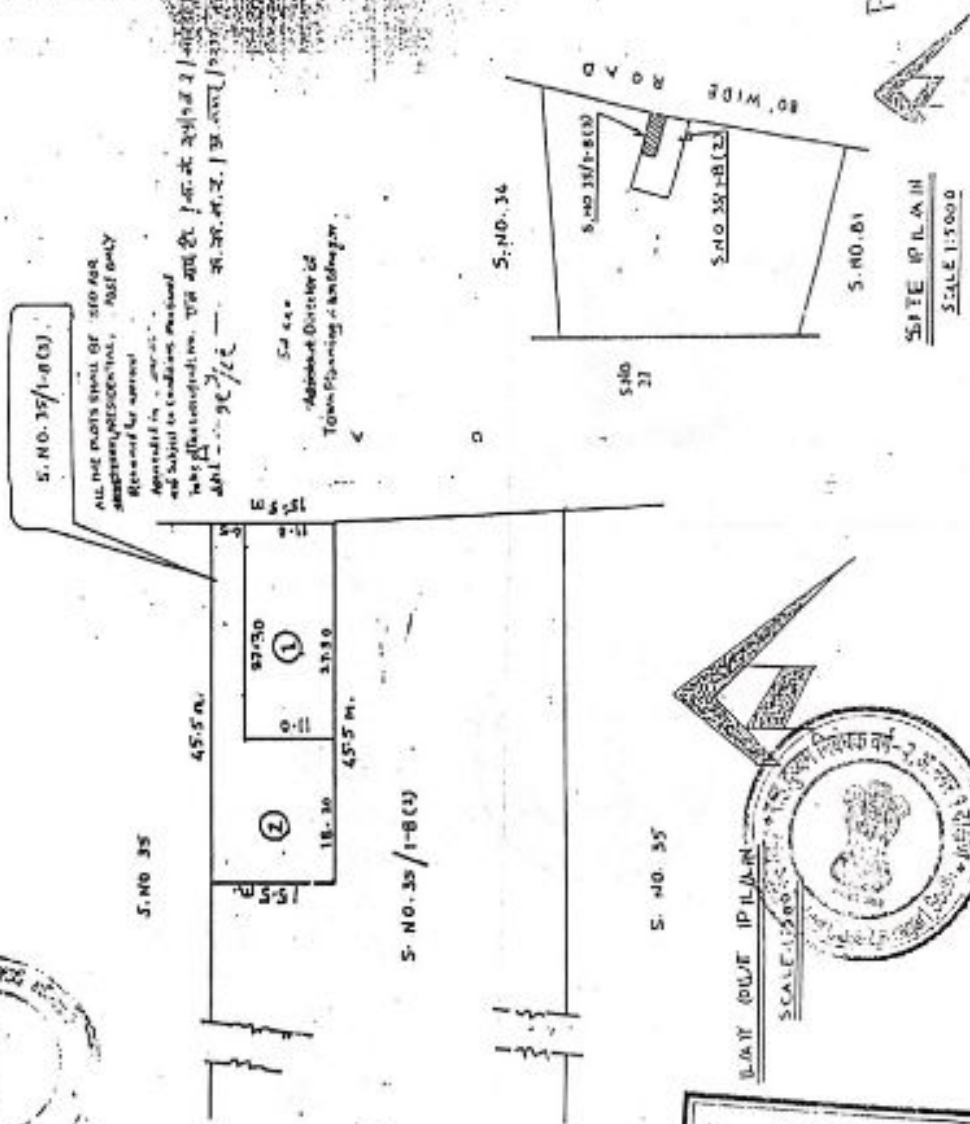
बहुमदनगर नगरपालिका



सी. आशीक परशुराम डोग
विशेष कार्यकारी अधिकारी
राष्ट्रीय दंड, ला. वि. अ. नगर



Attested
SUMATILAL S. BALDOTA
Advocate & Notary Public
3586 Shank Chowk, Ahmednagar
414001.



S. NO. 35/1-8(3).

ALL THE PLANTS SHOWN OF
SPECIES NOT SHOWN IN THE
RECOMMEND FOR APPROVAL

Approved by _____
and Subject to Conditions Precedent
as stated hereunder, viz. The said
date - 98/10/10

Sub. 4.4.4.
Admission Director of
Town Planning is an Educ. pr.

S. No. 35 / 57-ON-1

S. NO. 34

510

•

$$\frac{540 \times 35' + 90}{2}$$

/

18.04

W. L. & A. H.

£ 1:5000

100



११/१२/८२
 व. जशाक वरराम इभा
 विशेष कार्यकारी अधिकारी
 गडहिंगी रोड, ता. जि. अ. न.
 न. ७१२



S.V. Virendra
श्री गणेशाय नमः
गिरिधरदायक
अ. प्र. वि.
श्री गणेशाय नमः

Attested

SUNATILAL S. PALLOTA
Advocate & Solicitor-at-Law
35/6 Malik Chowk, Ahmednagar
414001.



अजन ९
वस्तु क्र. २०९/१०६
१४/१९



18/01/2006

दुधम निबंधक

3:10:30 pm

अहमदनगर 1

दस्त गोषवारा भाग-1

अनन्ता

दस्त क्र 209/2006

१९१८

दस्त क्रमांक : 209/2006

दस्ताचा प्रकार : करारनामा

अनु. क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाम पुष्कराज डेवळकर प भागीदार 1 राजकुमार
विश्वनाथ कटारीड 2 धनेश मनसुखलाल मुनीस 3
विनायक धनराजराव मुनीस यांचे ज.मु.म. राहा मुळे अण्ड
असत. ये भागीदार 1) श्री. जगदीश दिग्वल्लाल राठ

सिद्दह देणार

वय 42

सही



2

नाम 2) श्री लखि गणेश मुळे -
पत्ता: धार/पर्वत म. -
माली/रस्ता: -
होमालीचे नाव -
होमाली म. -
पेट/परासहल: -
राहण/माल: राखने मगर
मालुका: अ मगर
दिन: -
दिन क्रमांक: AAFFS1947K

सिद्दह देणार

वय 42

सही



3

नाम श्री ज्योती संजय जाधव
पत्ता: धार/पर्वत म. -
माली/रस्ता: -
होमालीचे नाव -
होमाली म. -
पेट/परासहल: -
राहण/माल: राजुनगर केडगाव
मालुका: अ मगर
दिन: -
दिन क्रमांक: -

सिद्दह देणार

वय 28

सही



सौ. ज्योती संजय जाधव.



दस्तावेजाचे करार देणार लयावधीत [करारनामा] दस्तऐवज करार दिल्यात कबूल करतात.

1 OF 1

Consideration Rs. 5,05,000/-