

15/12/2023

सूची क्र.2

दुय्यम निबंधक : मह. दु.नि. नाशिक 3

दस्त क्रमांक : 11727/2023

नोंदणी :

Regn.63m

गावाचे नाव : नाशिक शहर

(1) बिलेखाचा प्रकार	अॅरीमेंट टू सेल
(2) मोबदला	3500000
(3) बाजारभाव(भाडेपट्ट्याच्या वाढवितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2869000
(4) भू-मापन, पोटहिस्सा व दस्तक्रमांक(असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: , इतर माहिती: मीजे नाशिक शिवारांतीन सर्व्हे नं 843/3 यातील प्लॉट नं 7 ते 9/842/3/1 यासी क्षेत्र 2792.12 चौ.मी. पैकी 2741.61 चौ.मी. यावरील श्रीब्रम्हांड अपार्टमेंट या इमारतीतील ए विंग मधील आठव्या मजल्यावरील फ्लॉट नं ए 803 यासी कारपेट क्षेत्र 56.76 चौ.मी. व युसेबल बाल्कनीचे / युटीलिटी / अल्टरनेट टेरेस / क्लहई टेरेसचे क्षेत्र 11.99 चौ.मी. असे एकुण क्षेत्र 68.75 चौ.मी. ((Survey Number : 843/3 ; Plot Number : 7 ते 9/842/3/1 ;))
(5) क्षेत्रफळ	1) 68.75 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	1) नाव:-मे. श्रीस्वामी कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार भगवान मधुकर काळे यांचे तर्फे वि. मु. म्हणून विजय भिमराव शेजुळ वय:-40; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: श्रीनाथ इनक्लेव्ह , ब्लॉक नं: श्रीहरी कुटे मार्ग , रोड नं: संदीप हॉटेल समोर मुंबई नाका नाशिक, महाराष्ट्र, णाम्:ईक. पिन कोड:-422002 पॅन नं:-ABGPK0598J
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या अकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-ओंकार गोपाळ जोशी वय:-36; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: एनटीपीएस कॉलनी, रोड नं: एकलहरे नाशिक, महाराष्ट्र, पुणे. पिन कोड:-412402 पॅन नं:-AKLPJ4705C
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व त्या दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	2): नाव:-अन्वी ओंकार जोशी वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: एनटीपीएस कॉलनी , रोड नं: एकलहरे नाशिक, महाराष्ट्र, पुणे. पिन कोड:-412402 पॅन नं:-BNRPJ3611B
(9) दस्तऐवज करून दिल्याचा दिनांक	15/12/2023
(10) दस्त नोंदणी केल्याचा दिनांक	15/12/2023
(11) अनुक्रमांक, खंड व पृष्ठ	11727/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	210000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

पिकनामाटी विचारात घेतलेला तपशील:-

क शुल्क आकारताना निवडलेला अनुच्छेद

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नक्कल

मह. दुय्यम निबंधक वर्ग-२

नाशिक-३.



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नोंदणी नंतरची प्रथम प्रत

संगणकीय अभिलेखातील प्रत
अरसल बरहुकुम नक्कल

मह. दुय्यम निबंधक वर्ग-२

नाशिक-३.



CHALLAN
MTR Form Number-6



GRN	MH012420181202324E	BARCODE	[Barcode]		Date	15/12/2023-10:42:22	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	NSK3_NASHIK 3 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AKLPJ4705C			
Location	NASHIK			Full Name	OMKAR GOPAL JOSHI			
Year	2023-2024 One Time			Flat/Block No.	SHREEBRAMHAND A 803			
Account Head Details		Amount In Rs.		Premises/Building	SHREEBRAMHAND A 803			
0030046401	Stamp Duty	210000.00		Road/Street	BOOHALE NAGAR			
0030063301	Registration Fee	30000.00		Area/Locality	NASHIK			
				Town/City/District	NASHIK			
				4 2 2 0 1 1				
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p style="font-size: 24px; margin: 0;">नस-३</p> <p style="font-size: 12px; margin: 5px 0;">दस्ता क्र. (27/12/2023)</p> <p style="font-size: 24px; margin: 0;">१-५४</p> </div>								
				Amount In	Two Lakh Forty Thousand Rupees Only			
Total				2,40,000.00	Words	Two Lakh Forty Thousand Rupees Only		
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	02300042023121556667	233497744046	
Cheque/DD No.				Bank Date	RBI Date	15/12/2023-10:45:04	Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID : Mobile No. : 9423175732
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चालन वरवीस दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चालन लागू नाही.

Handwritten signature

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	1223145707613
Date	14/12/2023
Received from ShreeSwami Constructions, Mobile number 0000000000, an amount of Rs.1160/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name	SBIN
Date	14/12/2023
Bank CIN	10004152023121407206
REF No.	334800937437

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23, 10:48 /

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सं. (२९/१२/२०२३)
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READY RECKNER CHART NO. 1.3.22
FLAT RATE RS. 36,100/- + 5% = RS. 37,905/- PER SQ. MTRS.
CARPET AREA OF FLAT 56.76 SQ. MTRS. AND USABLE AREA
BALCONIES/UTILITY/ALTERNATE TERRACES/COVER. TERRACE AREA 11.99
SQ. MTRS. TOTAL CARPET AREA + USABLE AREA 68.75 SQ. MTRS.
CONSIDERATION RS. 35,00,000/-
MARKET VALUE RS. 28,69,000/-
STAMP RS. 2,10,000/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made & executed at Nashik on this 15th day of DECEMBER 2023.

BETWEEN

M/s. SHREESWAMI CONSTRUCTIONS, A Proprietary concern, through its PROPRIETOR MR. BHAGWAN MADHUKAR KALE, Age 55 Years, Occupation Business, having its office Address :- Office No. 101/102, Shreenath Enclave, Shrihari Kute Marg, Opp. Sandeep Hotel, Mumbai Naka, Nashik 422 002. PAN ABGPK0598J, AADHAR NO. 6775 8322 5008.

Hereinafter referred to as the **VENDOR/PROMOTER** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the **FIRST PART**.

AND

1] MR. OMKAR GOPAL JOSHI
Age 36 Years, Occupation Service.
PAN - AKLPJ4705C.
ADHAR NO. 9366 2033 7322.

2] MRS. ANVI OMKAR JOSHI
Age 34 Years, Occupation Housewife.
PAN - BNRPJ3611B.
ADHAR NO. 2505 2671 7348.
BOTH R/o. New D, 28/4, NTPS Colony, Eklahre, Nashik- 412402.

Hereinafter referred to as the "**PURCHASER/ ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

WHEREAS the Olive Buildtech, A Partnership Firm are the absolute & exclusive owners & otherwise is well & sufficiently entitled to all that piece & parcel of the property situated at Nashik, Tal. Dist. Nashik, more particularly described in the **first schedule** written hereunder.

AND WHEREAS the said land owner Olive Buildtech, A Partnership Firm entrusted S. NO. 842/3/1 admeasuring 1802.00 Sq. Mtrs., land admeasuring 256.39 Sq. Mtrs. out of Plot NO. 7, 286.14 Sq. Mtrs. Out of Plot No. 8 and 382.21 Sq. Mtrs. out of Plot NO. 9 of S. NO. 843/3 total admeasuring 2726.74 Sq. Mtrs. to Vendor/Promoter for development of the same as per the terms and conditions of the Development Agreement and General Power of Attorney Dated 18/5/2021 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 4051 and 4052 on 27/5/2021.

AND WHEREAS by virtue of the said development Agreement Developer/Promoter had agreed to share Revenue from the sale proceeds of sale of Flats. Owners shall in constructed property and land owner will be given constructed one residential flat No. A-104 area admeasuring 54.87 sq. Mtrs. & usable area 11.25 Sq. Mtrs. total admeasuring 66.82 Sq. Mtrs. i.e. in wing-A of **SHREEBRAHMAND APARTMENT** building and from the remaining constructed area 45% sale proceeds of commercial and 36% of sale proceeds

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of residential area while the remaining sale proceeds of commercial and residential shall go to the developers and as such the vendor/promoter are competent to develop the said property by constructing building thereon and enter into agreement of sale of the tenements to the prospective purchaser at the price and the terms and conditions as the vendor/Promoter may deem fit and proper and the sale proceeds are to be shared as per the terms & condition of the development agreement.

AND WHEREAS the said property is duly converted to Non Agri. use u/s. 44 of the M.L.R.Code under Order of Collector, Nashik under No. Maha/Kaksha-3/4/175/2003 dated 12/03/2004.

AND WHEREAS the land owner has amalgamated all the properties and prepared amalgamation plan for S. NO. 842/3/1, Land admeasuring 256.39 Sq. Mtrs. out of Plot NO. 7 of S. NO. 843/3 total admeasuring 270.00 Sq. Mtrs., Land admeasuring 286.14 Sq. Mtrs. out of Plot NO. 8 of S. NO. 843/3 total admeasuring 301.70 Sq. Mtrs. and Land admeasuring 397.08 Sq. Mtrs. out of Plot NO. 9 of S. NO. 843/3 total admeasuring 418.42 Sq. Mtrs. which are duly approved from Nashik Municipal Corporation, Nashik under No. LND/BP/B4/453/2020 on 7/2/2020 and new 7/12 extract is prepared for land admeasuring 2741.61 Sq. Mts. Out of Plot No. 7 to 9/842/3/1 of S. No. 843/3 admeasuring 2792.12 Sq. Mtrs. (Land admeasuring 50.51 Sq. Mtrs. and 14.87 Sq. Mtrs. Are for road widening to NMC) and accordingly M. E. NO. 17300 on 7/2/2020.

AND WHEREAS vendor/Promoter purchased TDR of 2512.90 Sq. Mtrs. from DRC No. 952 dated 10/12/2020 from Pradipkumar Basantkumar alias Vasantkumar Mishra by sale deed dated 16/2/2021 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 1634 on 16/2/2021 and the vendor has prepared a building plan by amalgamating all the properties of the said property by using the said TDR which is duly approved by the Nashik Municipal Corporation under commencement certificate No. LND/BP/A4/BP/411/2021 Dated 10/03/2021 which is revised on 30/3/2023 under No. LND/BP/A4/RBP/364/2023 and as per the building plan the Vendor / Promoter has commenced the construction on the said property and proposes to construct a building consisting of two wings A & B Wing, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the land owners have accrued the title of absolute ownership to the said property and the promoter /vendor is developer is well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the land owner is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment; the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

AND WHEREAS the Promoter is entitled to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land One Building consisting of two wings A & B Wings consisting of **Basement Floor for Parking, Ground Floor for Commercial units and Parking and First to Fourteenth upper Floors for Residential purpose** in A and B wing as per approved plan for commercial and residential purpose.

AND WHEREAS the vendor has decided to develop the said property by constructing an ownership flats/shops building in the name of **SHREEBRAMHAND APARTMENT** which consists of residential and commercial units.

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AND WHEREAS the Allottee is offered an Flat number A-803 on the 8th Floor in A wing (herein after referred to as the said "Apartment") in SHREEBRAMHAND APARTMENT (herein after referred to as the said "Building") being constructed on the said property, by the Promoter, the said apartment is more particularly described in the second schedule written hereunder.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect Mr. Umesh Bagul registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer Mr. Shailesh Dhumne for the preparation of the structural design and drawings of the buildings, the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under No. P51600030062 on 29/07/2021

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Umesh Bagul and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate Shri Subodh M. Shah of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the promoter has decided to subject the property to the provisions of Apartment Ownership Act and as such the promoter shall form the association of apartment owners by registering the declaration of apartment as per the provisions of apartment ownership act and on completion of the building and on receipt of the completion certificate from Nashik Municipal Corporation the necessary deed of apartment shall be executed in the name of the purchaser in respect of the apartment agreed to be purchased by the allottee.

AND WHEREAS the authenticated copies of the plans of the construction as proposed by the Promoter and according to which the construction of the building is proposed is annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority are annexed hereto.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the necessary approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in

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respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the vendor/promoter has informed the purchasers that though the building plan is initially approved by Nashik Municipal Corporation on the basis of the area of the said property and utilizing the TDR and premium FSI, the vendor /promoter intends to take all the benefits as may be made available on the said property for additional construction in view of the DC rules applicable and as such the vendor / promoter shall be entitled to revise and amend the building plan and in such case additional construction and floors as may be sanctioned by Nashik Municipal Corporation and all the benefits of the said additional floors or construction shall be made available on the said property to the vendor /promoter and the vendor / promoter shall have rights to construct such additional construction as may be sanctioned by NMC and the vendor shall be entitled to sell, alienate or dispose off the same and the purchasers gives his/their specific consent for the amendment and revision of the building plan. Provided always that the promoter shall take prior consent from the purchaser / allottees for amendment of the building plan, the area, location and size of the apartment of the purchaser/allottees is adversely affected.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No. A-803 on the 8th Floor in A wing in the building SHREBRAMHAND APARTMENT.

AND WHEREAS the carpet area of flat 56.76 sq. Mtrs. and usable area balconies/utility/alternate terraces/cover. terrace area 11.99 Sq. Mtrs. Total Carpet area + usable area 68.75 Sq. Mtrs. and "carpet area" as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony / Varandah appurtenant to the said Apartment for exclusive use of the Allottee and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 35,000/- (Rupees Thirty Five Thousand only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. Notwithstanding anything stated in any other document/ allotment letter given or communicated with the allottee anytime prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS the purchaser/allottee has independently verified the title of the said land, building plan, the specifications and amenities provided in the said building and common facilities as detailed by the promoter and the purchaser/allottee is satisfied about the same and after the satisfaction the purchaser has agreed to purchase the apartment from the promoter / vendor.

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In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as described herein after.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. **CONSTRUCTION OF PROJECT / APARTMENT** - The Promoter shall construct the said building/s **Basement Floor for Parking, Ground Floor for Commercial units and Parking and First to Fourteenth upper Floors for Residential purpose in A and B wing as per approved plan for commercial and residential purpose** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority at present and as may be made available by the Nashik Municipal Corporation by using and utilizing additional FSI as may be made available by local authority. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.
2. **CONSIDERATION, PRICE OF THE SAID APARTMENT -**
 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. A-803 On 8th Floor in A wing carpet area 56.76 sq. Mtrs. and usable area balconies/utility/alternate terraces/cover. terrace area 11.99 Sq. Mtrs. Total Carpet area + usable area 68.75 Sq. Mtrs. in SHREEBRAMHAND APARTMENT** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for lumpsum consideration of **Rs. 35,00,000/-** for the carpet area of the flat which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.
 - 2.1 The Allottee has paid on or before execution of this Agreement a sum of **Rs. 35,000/- (Rupees Thirty Five Thousand only) by NEFT under No. BARBV23346893179 on 12/12/2023.**
 - 2.2 The Allottee/purchaser hereby agrees to pay to vendor the balance amount of **Rs. 34, 65,000/- (Rupees Thirty Four Lakh Sixty Five Thousand only)** in the following manner:-

Sr. No.	Particulars	Amount
1	To be paid to the Promoter on completion of the Fifth slab of the building in which the said Apartment is located	Rs. 2,46,000/-
2	To be paid to the Promoter on completion of the Seventh slab of the building in which the said Apartment is located	Rs. 2,46,000/-
3	To be paid to the Promoter on completion of the Ninth slab of the building in which the said Apartment is located	Rs. 2,46,000/-
4	To be paid to the Promoter on completion of the Eleventh slab of the building in which the said Apartment is located	Rs. 2,46,000/-
5	To be paid to the Promoter on completion of the Thirteenth slab of the building in which the said Apartment is located	Rs. 2,46,000/-
6	To be paid to the Promoter on completion of the Fifteenth slab of the building in	Rs. 2,46,000/-

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7	which the said Apartment is located. To be paid to the Promoter on completion of the block work / brick work of the building in which the said Apartment is located	Rs. 2,46,000/-
8	To be paid to the Promoter on completion of the external plaster of the building in which the said Apartment is located	Rs. 2,46,000/-
9	To be paid to the Promoter on completion of the internal plaster of the building in which the said Apartment is located	Rs. 2,46,000/-
10	To be paid to the Promoter on completion of flooring of the building in which the said Apartment is located	Rs. 2,46,000/-
11	To be paid to the Promoter on completion of coloring and electrical fitting of the building in which the said Apartment is located	Rs. 2,46,000/-
12	To be paid to the Promoter on completion of plumbing work of the building in which the said Apartment is located	Rs. 2,46,000/-
13	To be paid to the Promoter on completion of terrace water proofing, doors and windows of the building in which the said Apartment is located	Rs. 2,46,000/-
14	To be paid to the Promoter on completion of lift and water pumps of the building in which the said Apartment is located	Rs. 2,46,000/-
15	against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate	Rs. 21,000/-

- 2.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment, which the purchaser shall pay separately.
- 2.4 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order /rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.
- 2.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as the Promoter and allottee may decide for the period by which the respective installment has been preponed.
- 2.6 The Promoter shall confirm the final carpet area before giving possession of the flat that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the

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changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee before giving the possession to the purchaser. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

3. **MODE OF PAYMENT** - Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through A/c payee cheque/ demand draft or online payment(as applicable) in favour of **M/s. SHREESWAMI CONSTRUCTIONS payable at Nashik.**
4. **ADJUSTMENT/ APPROPRIATION OF PAYMENT** - The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.
5. **INTEREST ON UNPAID DUE AMOUNT** - Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the allottee shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the allottee to the promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest expenses thereof shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the allottee from time to time or on completion of the said project /apartment, and the allottee has agreed to pay the same as and when demanded before the possession of the said apartment.
6. **OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL/ PLANNING AUTHORITY** - The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate or anytime thereafter. The promoter shall before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment.

Notwithstanding anything to the contrary contained therein, the purchaser shall not claim possession of the said premises until the completion certificate is received from the local authority and the purchasers has paid all the dues payable under this agreement in respect of the said premises to the promoters and has paid the necessary maintenance amount/ deposit, payable under this agreement to the promoters.

Howsoever for the purpose of defect liability towards the promoters, the date shall be calculated from the date of handing over the possession to the purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said premises / building / phase/ wing as

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stated in the said agreement. That further it has been agreed by the purchasers that any damages or change done within the premises sold or in the building done by him or by any third person on behalf of the purchasers then the purchasers expressly absolves the promoters from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the promoters.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee and common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause herein above. ("Payment Plan").

7. DISCLOSURE AS TO FLOOR SPACE INDEX -

The Promoter hereby declares that the floor space index available as on date in respect of the project as follows :-

- Land area 2792.12 SQ. MTRS.
- ROAD WIDENING 50.51 SQ. MTRS.
- D. P. ROAD AREA 14.87 SQ. MTRS.
- Basic FSI 2999.41 SQ. MTRS.
- PREMIUM FSI 1396.06 SQ. MTRS.
- IN SITU/TDR 2578.28 SQ. MTRS.
- ANCILLARY FSI 4096.40 SQ. MTRS.

Promoter has right to use total area 10882.09 Sq. Mtrs. and as per approved building plan and the vendor intends to utilized 10882.04 Sq. Mtrs. FSI as per the approved building plan

8. DISCLOSURE AND INVESTGATION OF MARKETABLE TITLE-

The promoter has made full and true disclosure of the title of the said land as well as encumbrance, if any, known to the promoter in the title report of the advocate. The promoter has also disclosed to the allottee/ nature of its right, title and interest or right to construct building/s and also give inspection of all documents to the allottees, as required by the law. The allottee having acquainted himself with all facts and right of the promoter and after satisfaction of the same has entered into this agreement.

9. SPECIFICATIONS AND AMENITIES -

The specifications and amenities of the apartment to be provided by the promoter in the said project and the said apartment are those that are set out in Schedule IV hereto. Common amenities for the project on the said land are stated in the schedule V annexed hereto. In the project multi storied high rise building /wings are under construction and considering to maintain the stability of the building and internal structures, herein specifically informed by its consultants not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing, etc. shall not be allowed during construction as well as anytime thereafter.

10. TIME ESSENCE - If the Promoter fails to abide by the time schedule for completing the project and handing over the Plot to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the

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handing over of the possession. The Allottee agrees to pay Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

11. **TERMINATION OF AGREEMENT** - Without prejudice to the right of Promoters to charge interest in terms of sub clause above, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund the amount till then received from the Purchasers without any interest thereon within a period of 30 days of the termination, the installments of the sale consideration of the apartment which may till then have been paid by the allottee to the promoter.

12. **POSSESSION OF APARTMENT-**

The Promoter shall give possession of the Apartment to the Allottee on or before **31/03/2025**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said project or building/wing in which the said premises is to be situated is delayed on account of -

- i. Non-availability of sand, steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree/Order of any Court/ Tribunal/ Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the Flat Purchaser.
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.

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- ix. Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the project/ flat/ premises/road etc. or completion certificate from any appropriate authority.
- xi. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoters as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the said Premises, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchasers the entire amount received by the Promoters from the purchaser at the earliest without any interest. On refund of the money paid by the Purchasers, Purchasers agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

13. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
14. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 14.1 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per above clause, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in above clause, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 14.2 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible

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such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit of the said building which shall include but not limit to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of the works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

That it shall be the responsibility of the allottee to maintain his apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement / epoxy to prevent water seepage.

That the purchaser has been made aware and that the purchaser expressly agrees that the regular wear and tear of the unit includes minor hairline cracks on the external and internal walls, excluding the RCC structure, which happens due to variations in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. That it is the duty of the purchaser to keep the flat properly and duly painted from time to time. So also all the flat owners shall paint the building from outside every five years to avoid the cracks.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structures built of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
16. **FORMATION OF APARTMENT :-** The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Apartment Owners and for becoming a member, including the bye-laws of the proposed association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.
- 16.1 **TRANSFER OF TITLE -** The Promoter shall, within three months of registration of the Association or within three months from the completion certificate from Nashik Municipal Corporation, whichever is later cause to be transferred to the association all the right, title and the interest of the Vendor/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is

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situated, provided that all the flat purchasers have paid their respective amount of consideration to the vendor.

16.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 2000/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the association as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

17. The above amount of consideration does not include the following expenses which the Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. 251/- for share money, application entrance fee of the association.

(ii) Rs. 10,000/- for formation and registration of the association.

(iii) The purchaser shall deposit an amount at the rate of Rs. 125/- per Sq. Ft. towards the permanent maintenance of the entire building and on receipt of such amount of maintenance from all the flat owners, the vendor shall deposit the said amount in bank in the name of the association of apartment owners to be formed and the interest thereon shall be utilised towards the maintenance of the building. Except the said amount of maintenance all the premises holders in the building shall contribute monthly /annually maintenance for maintaining the building.

(iv) That any of the flat purchasers in the entire building shall sell their flat to any of the prospective purchaser, the said new purchaser or old purchaser shall pay Rs. 25,000/- to the association towards the administrative charges.

(v) In addition to the amount of yearly maintenance the purchaser shall deposit an amount of Rs. 5,000/- per year per flat in the name of the building account for the maintenance of the building.

(vi) Expenses towards installation charges for electric meter, individual electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges, Deed of Apartment, Declaration of Apartment etc. and common water meter connection charges and the proportionate expenses of mutating name of the purchaser in NMC for House Tax/property tax, mutation of 7/12 extract of the building shall be borne by the purchaser separately.

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vendor for the expenses of common maintenance, light bill, water charges etc.

- j) That purchaser shall use the flat for residential purpose only and the purchaser or any of the family members shall not use the flat for any commercial, professional coaching class, or teaching of students or any non residential use or purpose.
- k) In case any of the flat purchasers or any subsequent purchaser alters the flat in any manner he will be responsible for the damages to any adjoining or upper & lower flat owner or the local authority.
- l) No flat owners shall be permitted to changes, alter or enclose the windows, Grill size, and balcony and sit out.
- m) All the flat owners shall use the lift only for the persons and not for carrying any furniture material like plywood, tiles, marble, granite, bricks etc. and other goods which are heavy and other heavy equipments.
- n) The vendor has provided optical cable for internet in each flat to top terrace and flat owner shall use the said cable and connect the internet from top terrace and flat owner shall not install any other cable from outside to the flat or building.
- o) That the flat purchaser shall put the gas Cylinder at the specific space in the kitchen for gas connection only. In case purchaser shall shift the said gas connection or add additional gas connection from the said gas cylinder or connection in the bathroom or elsewhere through the main connection, the purchaser shall liable and responsible for the consequences thereon and vendor shall not liable and responsible for any misshape or accident because of the said additional connection.
40. That the building consists of A Wing and B Wing. Both the wings have separate Lift with Common GEN Set backup, common water tank, water connection, boring with motor and pumpset although both the buildings have common septic tank and drainage system located in one of the wing. That both A and B Wing shall be maintained from the common funds of permanent maintenance. Each Shop owner shall have right to park their vehicle in front of their shop only and no shop owner shall not park their vehicle in the building parking area.
41. Common Watchman Cabin provided for building which shall be used commonly by all the wings.
42. For the information to the purchaser and purchase agrees to the following common area, facilities & restrictors all that piece and parcel of the land as described the schedule written hereunder for A & B Wing.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the property land admeasuring 2741.61 Sq. Mts. Out of S. No. 843/3, Plot No. 7 to 9/842/3/1, total admeasuring 2792.12 Sq. Mtrs. (land admeasuring 50.51 Sq. Mtrs. and 14.87 Sq. Mtrs. are subjected for road widening to NMC) situated at Nashik Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik bounded as follows :-

On or towards East	:-	S. No. 842/3
On or towards West	:-	Colony Road
On or towards South	:-	Plot NO. 10
On or towards North	:-	15 Mtrs. Wide D. P. Road

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**SECOND SCHEDULE THE PROPERTY
AGREED TO BE TRANSFERRED**

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing Flat No., Area, Wing and bounded as follows :-

NAME OF THE PROJECT	SHREEBRAMHAND APARTMENT
FLAT NO.	A-803
FLOOR	8th FLOOR
WING	A
CARPET AREA	56.76 SQ. MTRS.
Usable area of Balconies/utility/Alternate Terraces/Covered Terrace area	11.99 SQ. MTRS.
Total Carpet Area + Usable Area	68.75 SQ. MTRS.
<u>BOUNDRIES OF THE SAID FLAT</u>	
On or towards East	BY Marginal Space
On or towards West	BY Landing, Staircase, Duct & Flat No. A-804
On or towards South	By Flat No. B-802
On or towards North	BY Lift & Marginal Space

AMENITIES TO BE PROVIDED IN THE FLAT

- ♦ The Structure shall be R.C.C. framed type with AAC block or B. B. M. masonry.
- ♦ All external walls with be 6" thick AAC block work or B. B. M. and internal walls 4.1/2" thick.
- ♦ All walls will have double coat sand face plaster from outside and smooth neeru finish plaster from inside.
- ♦ Internal wall will have oil bond distemper and outside wall will have water proof cement paint.
- ♦ All doors will be of decorative flush door with both side lamination and water proof flush door in W.C. bath & toilet.
- ♦ Attached and common Toilet will have hot & cold water shower mixer with good quality of C.P. fitting.
- ♦ Flooring of the entire Flat shall be of 2" x 2" good quality vitrified tiles.
- ♦ Both Toilet will have European style pan with glazed tiles upto 7' height
- ♦ Kitchen shall have raised cooking platform of granite with built in sink up to 7' height glazed tiles.
- ♦ Three track powder coated aluminum sliding windows.
- ♦ Concealed Electrification and plumbing.
- ♦ Every flat will have good quality door fitting, one door stopper, eye piece, safety chain etc.

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- Common Overhead R. C. C. water storage tanks for water supply with additional borewell facility.
- ♦ Lift with GEN set backup.
- ♦ Building designed with excellent architectural features.
- ♦ Arrangement of TV & Telephone points in flat.

COMMON AREAS AND FACILITIES

a. COMMON AREAS

- 1) The land under the buildings
- 2) The footings, RCC structures and main walls of the buildings
- 3) Staircase columns and lift and lift room in the building/s
- 4) Common drainage, water, electrical lines, power backup
- 5) Common ground water storage tank and overhead tank
- 6) Electrical meters, wiring connected to common lights, lifts, pumps.
- 7) Top terrace as use common activities like Yoga Space, Gazebo, Walkway, Stage, Green Gyms, common solar panel, common Electric solar Panel, Common Tata Sky & sitting arrangements etc.

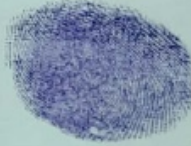
LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Other exclusive and limited common area and facilities as mentioned in the agreement.
3. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED
HEREINABOVE.**

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED

1] **MR. OMKAR GOPAL JOSHI**



2] **MRS. ANVI OMKAR JOSHI**
[PURCHASER/ALLOTTEE]



SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/s. **SHREESWAMI CONSTRUCTIONS**
Through its PROPRIETOR
MR. BHAGWAN MADHUKAR KALE
[VENDOR/PROMOTER]





Witness:-

1. _____
C. Y. Khotre

2. _____
Santosh. K. Dgde

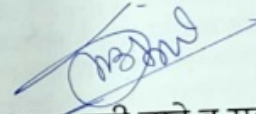
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२०-१०



घोषणापत्र

आम्ही श्री. विजय भिमराव शेजुळ, धंदा नोकरी, रा. नासिक या वदारे घोषित करतो की, दुय्यम निबंधक नासिक यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्रीस्वामी कन्स्ट्रक्शन्स तर्फे प्रोप्रा. श्री.भगवान मधुकर काळे यांनी दिनांक २७/०१/२०२२ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सादर दस्त नोंदणीस हजर केला आहे. निष्पादीत करून क्खुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी सादर कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणाने कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सादरील कुलमुखत्यारपत्र पुर्णता वैध असून उपरोक्त कृती करण्यास मी पुर्णता सक्षम आहे. सादरचे कथन चुकीचे आडळुन आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिल यांची मला जाणीव आहे.

दिनांक १७/१२/२०२३


कुलमुखत्यारपत्रधारकाची नावे व सही

नसन-३
दस्त क्र. (२०६२/२०२३)
२५-५४



घोषणापत्र/शपथपत्र

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक महाराष्ट्र राज्य, पुणे यांचे दि. ३०/११/२०१३ रोजीची परीपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत हि फसवणुकीद्वारे अथवा दुसऱ्या विक्री होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार/कुलमुखत्यारधारक हे जो असुन आम्ही स्वतः खात्री करुन घेतलेली आहे.

सादर नोंदणीचा दस्तऐवज निष्पादीत करतांना नोंदणी प्रकीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारस हक्कदार/करजेदार/हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालक/नेमुन दिलेल्या कुलमुखत्यारपत्र धारक (Power Of Attorney Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तीत्वात आहे व आजपावेतो रद्द झालेले नाही याची मी/आम्ही खात्री देत आहोत. तसेच सादरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, शासन बोजे व कुलमुखत्यारधारकांनी केलेल्या व्यवहाराच्या अधीन राहुन आमचा आर्थिक व्यवहार पुर्ण करुन साक्षीदार संपन्न निष्पादीत केलेला आहे.

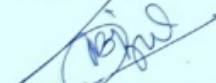
सादर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपुर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील.

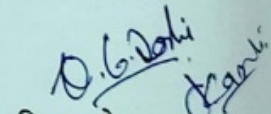
या दस्तासोबत नोंदणी प्रकीयेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी/मा. न्यायालय/मा. उच्च न्यायालय यांचा मनाई हुकुम नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधीत होत नाही याची मी/आम्ही खात्री देत आहोत.

नोंदणी नियम १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाने/मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकाऱ्यांची जबाबदारी नाही, याची आम्हास पुर्णपणे जाणीव आहे.

स्थायर मिळकतीविषयी सध्या होत असलेली फसवणुक/बनावटीकरण/संगनमत व त्या अनुषंगाने संशयित स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणुन आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार जुर्माना शुल्क किंवा नोंदणी फी कमी लावली/बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत याची आम्हाला पुर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रकीयेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कोणताही प्रकारचा कायदानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे मी/आम्ही घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणुन जोडत आहोत.


लिहून देणार...


लिहून घेणार...



नसन-३

दस्तावेज क्र. (२०२२/२०२३)

२६-५४



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51600030062

Project: **SHREEBRAMHAND**, Plot Bearing / CTS / Survey / Final Plot No.: **S.NO.843/3PLOT NO/7T09/842/3/bt**
Nashik, Nashik, Nashik, 422011;

1. **Shreeswami Constructions** having its registered office / principal place of business at **Tehsil: Nashik, District: Nashik, Pin: 422002.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **29/07/2021** and ending with **31/03/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 29-07-2021 17:34:30

Registered at: 29/07/2021
Office: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority