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ONE NO.	27.1
FLAT RATE	Rs. 25,600/- Per Sq. Mtrs.
CARPET AREA OF FLAT	48.40 Sq. Mtrs. and usable area of
Open Balcony admeasuring	4.15 Sq. Mtrs.
CONSIDERATION	Rs. 23,65,000/-
GOVT. VALUE	Rs. 14,80,000/-
TAMP	Rs. 1,41,900/-
REGISTRATION FEE	Rs. 23,700/-

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made & executed at Pimpalgaon (B) on this 13<sup>th</sup> Day of August 2024.

**B E T W E E N**

- 1) **MR. ANIL RAMKRUSHNA BHAMBERE**  
Age - 64 yrs., Occ. - Business and Agriculture,  
PAN No. AEEP7788L  
AADHAR No. 7948 3402 4571  
MOB No. 9422252035
- 2) **MRS. VIDYA ANIL BHAMBERE**  
Age - 55 yrs., Occ. - Business and Agriculture,  
PAN No. AEMPB1199K  
AADHAR No. 5355 5825 7482  
MOB No. 9422252035  
Both R/O. Maa Bhuvaneshwari Complex,  
Janardan Swami Nagar, Ozar (Mig),  
Tal. Niphad, Dist. Nashik-422207

Hereinafter referred to as the **VENDOR/PROMOTERS** (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**

**MR. VIJAY NARAYANRAO SHRIKHANDE**  
Age - 42 yrs., Occ. - Service,  
PAN No. BUUPS0998G  
AADHAR No. 6011 5598 1609  
MOB NO.9960150623  
R/O. Near Sanjeevani Hospital, P.T.S. Qtr No.45 Chandan Nagar,  
Hanuman Nagar, S.O.Hanuman Nagar, Nagpur-440009

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 vendor/Promoters...

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Tal. Niphad, Dist. Nashik, more particularly described in the FIRST SCHEDULE written hereunder

AND WHEREAS the vendor/Promoter has purchased said landed property from previous owners Parvatabai Laxman Shinde and others by way of Sale, which is duly registered at the office of Sub-Registrar, Niphad at Sr. No. 887/2001 on dtd. 09/03/2001 and name of the Vendor/Promoter is mutated in the owners column of the record of rights and as such the Vendor/Promoter is competent to develop the said property by constructing building thereon and sell their share of super structure as the Vendor/ Promoter may deem fit and proper.

AND WHEREAS the said property is duly converted to Non-Agri. use vide Order No. Jama/NA/SR/22/2021 on dtd. 04/06/2021 of Hon. Sub-Divisional Officer, Niphad

AND WHEREAS the vendor has prepared a building plan and which is duly approved by the Nashik Metropolitan Region Development Authority, Nashik under Commencement Certificate Outward No. NaMPraViPra/ Sudha.Abhi.Ban.P/Mou.Ozar, Tal. Niphad/ G.No.2658/1/1038, dtd. 11/05/2022 and the Vendor/Promoter has commenced the construction of the building, hereinafter referred to as the SAID BUILDING.

AND WHEREAS the promoters have accrued the title of absolute ownership to the said property and well seized and possessed of the same.

AND WHEREAS the said property is free from all or any encumbrances and the title of the vendor 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 buildings 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 commenced the construction of a building on the project land Consisting of **Ground Floor as parking and First to 7 upper Floor** as per approved building plan for residential purpose.

AND WHEREAS the vendor has decided to develop the said property by constructing an ownership flats building in the name of "KALPATARU BAUG PHASE-2" which consist of residential units.

AND WHEREAS the Allottee is offered an Apartment/Flat No. 401 on the Fourth Floor, (herein after referred to as the said "Apartment") OF KALPATARU BAUG PHASE 2 (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 a Architect Ar. Yogesh Gaikwad and Ar. Satish Gaikwad registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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**AND WHEREAS** the Promoter has appointed a structural Engineer **Mr. Milind Rathi** 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. P51600050445 on dtd. 12/04/2023.

**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 Architect **Ar. Yogesh Gaikwad and Ar. Satish Gaikwad** 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 **Mr. Anish Ramakant Ganore** 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.

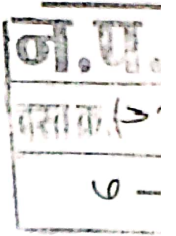
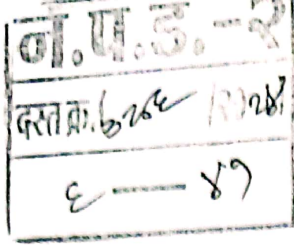
**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority are annexed hereto.

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

**AND WHEREAS** the vendor/promoters have executed a Special Power of Attorney in favour of **Mr. Sagar Anil Bhambere** on 20/06/2022 and the same is registered in the office of SubRegistrar, Niphad-2 at Sr. No. 2282/2022 and as per the same, the document of agreement for sale, which will duly signed and sealed by vendor/promoters will presenting in the office of SubRegistrar, Niphad.





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 Ozar Nagar Parishad 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 Vendor/Promoter has commenced the construction of a building on the project land Consisting **Wing B** consists of Ground Floor Parking and First to upper Seventh Floors for residential purpose as per approved building plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of **Flat No. 401 on the 4<sup>th</sup> Floor in Building - 2, Wing - B, KALPATARU BAUG PHASE-2.**

AND WHEREAS the **CARPET AREA OF FLAT 48.40 Sq. Mtrs. and usable area of Open Balcony admeasuring 4.15 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. 31,000/-** 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 of promoter/vendor.

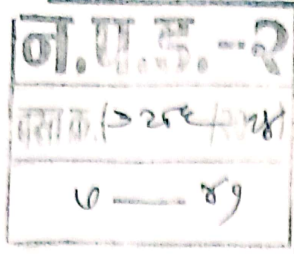
In accordance with agreed upon by and between hereby agrees to purchase

**NOW THEREBY HEREBY AGREED**

1. CONSTRUCT said building/s consists project land in accordance concerned local authority Region Development by local authority. Provided the allottee in respect of the allottee except change in law.

2. CONSIDER agrees to purchase Apartment/Flat No. Mtrs. and usable area as KALPATARU the Floor plan the proportionate price extent and description in the Schedule at

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after the satisfaction the purchaser has agreed to purchase the apartment from the promoter/vendor.

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 **consisting of Ground Floor as parking and First to 7<sup>th</sup> upper Floor** 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 Metropolitan Region Development Authority 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 **Apartment/Flat No. 401 on 4<sup>th</sup> Floor in B-WING, Carpet area admeasuring 48.40 Sq. Mtrs. and usable area of Open Balcony admeasuring 4.15 Sq. Mtrs. in the building known as KALPATARU BAUG PHASE-2** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof here to annexed for the consideration of **Rs. 23,65,000/-** and 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 a sum of **Rs. 31,000/- (Rupees Thirty One Thousand Only)** by **cheque No. 000085, dtd. 17/08/2024 drawn on Bank Of Baroda.**
- 2.2 The Allottee has paid a sum of **Rs. 1,34,000/- (Rupees One Lakhs Thirty Four Thousand Only)** by **cheque No. 000087, dtd. 07/09/2024 drawn on Bank Of Baroda.**
- 2.3 The allottee hereby agrees to pay the balance amount of **Rs.22,00,000/- (Rupees Twenty Two Lakhs Only)** to be paid as and when project work is completed.
- 2.4 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.
- 2.5 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

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fittings, fixtures and specification and any other facility which have been done on the allottee's request.

- 2.6 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.
- 2.7 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 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.

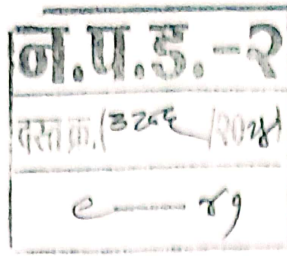
3. **MODE OF PAYMENT** - Subject to the terms of the agreement and the promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned as follows, through A/c payee cheque/demand draft or online payment (as applicable) in favour of **PROMOTER/OWNER payable at Nashik.**

Particulars	Percentage on Total Amt.
a) At time of Booking	10%
b) After the Plinth Completion	10%
c) After 1 <sup>st</sup> Slab	8%
d) After 2 <sup>nd</sup> Slab	8%
e) After 3 <sup>rd</sup> Slab	8%
f) After 4 <sup>th</sup> Slab	8%
g) After 5 <sup>th</sup> Slab	8%
h) After 6 <sup>th</sup> Slab	8%
i) After 7 <sup>th</sup> Slab	8%
j) After 8 <sup>th</sup> Slab	8%
k) After Completion of brick work	4%
l) After Completion of Internal Plaster	3%
m) After Completion of Outer Plaster	3%
n) After Completion of Flooring Work	2%
o) After Completion of Color and electric Work	2%
p) At the time of possession or getting completion certificate, which first come	2%

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 installments on the due dates, the allottee shall be bound and liable to pay interest as per State Bank of India highest





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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 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 he 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 association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee 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 AND INVESTIGATION 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.

8. **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 hereto. Common amenities for the project on the said land are stated in the schedule 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.

9. **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 handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delay 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.

10. **TERMINATION OF AGREEMENT** - Without prejudice to the right of Promoter 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 email 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.

11. **POSSESSION OF APARTMENT** - The Promoter shall give possession of the Apartment to the Allottee on or before 31/12/2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and 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 receive 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, 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 electricity supply.
- ii. War, Civil Commotion or act of God.
- iii. Any notice, order, rule, notification of the Government and/or other public 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 Occupation Certificate.
- viii. Any other circumstances beyond the control of the Promoters or force majeure.

- ix. Changes in any rules, regulations from time to time affecting the project.
- x. Delay in grant of any N such as elevators, project/flat/premises/ authority.
- xi. Extension of time for authority under Real Estate actual work of said sanctioned plan due to any Court of law, or committee etc. or due

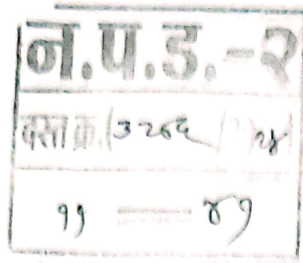
12. If, however, the conditions then the Purchaser time for delivery of possession conditions are not of a nature. The Purchasers agrees and to implement the project terminated and the Promoter Promoters from the purchase by the Purchasers, Purchaser the Promoters and that the and liabilities under this Agreement

13. **Procedure for** certificate from the completion agreement shall offer in this Agreement to be terminated. Promoter shall give possession undertakes to indemnify formalities, documentary maintenance charges as be. The Promoter on its days of receiving the occupation

14. The Allottee shall receive from the promoter to possession occupancy:

- 14.1 Failure of Allottee intimation from the Apartment and such other give possession possession will liable to pay interest
- 14.2 If within a period Allottee, the Apartment or of workmans shall be rectified such defects





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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.

12. 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 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,



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92-89



33. **NOTICES** - That all notices to be served on the Allottee and the Promoter contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate, Posting at their respective addresses specified below:

**PURCHASERS NAME AND ADDRESS:-**

**MR. VIJAY NARAYANRAO SHRIKHANDE**  
Age - 42 yrs., Occ. - Service,  
PAN No. BUUPS0998G  
AADHAR No. 6011 5598 1609  
MOB NO. 9960150623  
R/O. Near Sanjeevani Hospital, P.T.S. Qtr No.45 Chandan Nagar,  
Hanuman Nagar, S.O.Hanuman Nagar, Nagpur-440009

**PROMOTERS NAME AND ADDRESS:-**

- 1) **MR. ANIL RAMKRUSHNA BHAMBERE**  
Age - 64 yrs., Occ. - Business and Agriculture,  
PAN No. AEEPB7788L  
AADHAR No. 7948 3402 4571
- 2) **MRS. VIDYA ANIL BHAMBERE**  
Age - 55 yrs., Occ. - Business and Agriculture,  
PAN No. AEMPB1199K  
AADHAR No. 5355 5825 7482  
Both r/o. Maa Bhuvaneshwari Complex,  
Janardan Swami Nagar, Ozar (Mig),  
Tal. Niphad, Dist. Nashik.

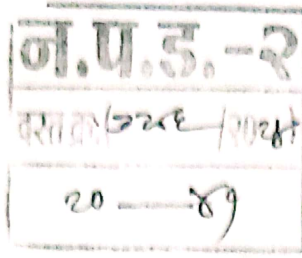
It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

34. **JOINT ALLOTTEES** :- That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

35. **STAMP DUTY AND REGISTRATION** :- The charges towards stamp duty Registration fees, GST, MSEB Connection charges shall be borne by the vendor and one time maintenance amount of Rs. 40,000/- will be paid by Purchaser at the time of possession.

36. **DISPUTE RESOLUTION** :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. **GOVERNING LAW** :- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik courts will have the jurisdiction for this Agreement.



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38. The Promoter has informed the allottee and the allottee is aware that the purchase of the said apartment shall be subject to all the following conditions:-

- a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the purchaser, the purchaser shall not damage the basic RCC structure.
- c) The installation of any grills or any doors shall only be as per the form prescribed by the Vendor's Architect.
- d) The car parking area shall not be enclosed under any circumstances.

39. If any of the members gives his premises on leave and license, he shall inform about the same to the Chairman/Committee member of the Apartment regarding his intention of leave and license and shall pay additional maintenance charges as per society/apartment rules to the apartment.

#### FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the property bearing Gat No. 2658/1/1, admeasuring 100.00.00 R Sq. Mtrs. (10000.00 Sq. Mtrs.) situated at Village Ozar Township, Tal. Niphad, Dist. Nashik and within the limits of Sub-Registration Tal. Niphad and Registration Dist. Nashik bounded as follows:-

On or towards East	-	12 mtr road
On or towards West	-	Gat No. 2656
On or towards South	-	Gat No. 2657
On or towards North	-	Gat No. 2659

#### SECOND SCHEDULE THE PROPERTY AGREED TO BE

#### TRANSFERRED

The property mentioned above in Schedule First there is project of "Kalpataru Baug" which is developed on total area adm. 10000 sq. mtrs. and out of that, the project of "KALPATARU BAUG PHASE-2", Building No. 2 which is constructed on total area adm. 1753.92 sq. mtrs. and Flat No. 401, area admeasuring 48.40 Sq. Mtrs. + Balcony area 4.15 Sq. Mtrs., totaling area adm. 52.55 sq. mtrs. carpet i.e. 565.43 sq. ft. on 4<sup>th</sup> Floor in Building-2, B-Wing of KALPATARU BAUG PHASE-2 and flat bounded as follows:

On or towards East	-	Flat No. 406
On or towards West	-	Flat No. 401 Wing A
On or towards South	-	Side Margin
On or towards North	-	Passage And Duct

#### ANNEXURE

#### AMENITIES TO BE PROVIDED IN THE BUILDING AND FLAT

- Building will be RCC framed structure.
- External brick work 6" thick and internal 4" thick.
- 24 x 24 tiles flooring and skirting for all rooms, balconies, and passage.



- Standard quality of glazed tiles in toilets upto 6 ft. height and antiskid flooring.
- Main door and other doors shall be both side laminated.
- Aluminum windows glazed with plain glass and fixed mosquito net and guarded by Grill.
- Raised cooking platform of marble with built in steel sinks and dado.
- Concealed plumbing work in each internal flat.
- Concealed electrification with 3.5 point in each room with one TV cable point.
- Water supply will be from overhead and underground water tank only.
- External plaster painted with Appex paint and internally primer with Altima colour.
- One lift with Staircase
- Overhead and underground water tank.

**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 in the building/s
- 4) Common drainage, water, electrical lines.
- 5) Common ground water storage tank and overhead tank
- 6) Electrical meters, wiring connected to common lights, pumps.
- 7) Top terrace
- 8) Stilt Parking

b. 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.

न.प.उ.-२  
कसाक 1028/18  
21-89



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED  
HERUNTO ON THIS DAY, DATE AND YEAR FIRST MENTIONED  
HEREINAFORE.

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED VENDOR/PROMOTER



1) [Signature]  
MR. ANIL RAMKRUSHNA BHAMBERE



2) [Signature]  
MRS. VIDYA ANIL BHAMBERE

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED ALLOTTEE



[Signature]  
MR. VIJAY NARAYANRAO SHRIKHANDE

Witness

1. [Signature]

Aniket Suresh Potdar

2. [Signature]

Rahul Balasaheb Kasam

ज.प.ड.-२  
कस्तक.३२२/२०१७  
२५ - ४१



- वाचते :- १. शासन राजपत्र दि. ५ जानेवारी २०१७.  
२. महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे कलम ४२-क.  
३. श्री अनिल रामकृष्ण भांबरे व इतर रा.ओझर ता.निफाड जि.नाशिक यांचा दि.१३/३/२०२१ रोजीचा बिनशेती परवानगी अर्ज.  
४. म.महानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक यांचेकडील क्र.नामप्रविष्ठा /अभि/बां.प./मौजे ओझर ता.निफाड/ग.नं. २६५८/१/१६९ दि.१७/२/२०२१.  
५. मंडळ अधिकारी, ओझर ता.निफाड यांचे क्र./२०दि.१८/३/२०२१ रोजीचे स्वळनिरीक्षण अहवाल  
६. श्री अनिल रामकृष्ण भांबरे व इतर रा.ओझर ता.निफाड जि.नाशिक यांचे दि.२५/३/२०२१ रोजीचा करारनामा.



उपविभागीय अधिकारी निफाड  
भाग निफाड यांचे कार्यालय  
क्र.जमा/एनए/एसआर/२२/२०२१  
निफाड दिनांक. ०४/०६/२०२१

### आदेश

अर्जदार श्री अनिल रामकृष्ण भांबरे व इतर रा.ओझर ता.निफाड जि.नाशिक यांनी मौजे ओझर ता.निफाड जि.नाशिक येथील स.नं. २६५८/१ क्षेत्र १०००० चौ.मी. या क्षेत्रात रहिवास (ग्रुप हाऊसिंग) प्रयोजनासाठी बिनशेती वापराकामी शासन राजपत्र दि. ५ जानेवारी २०१७ प्रमाणे महाराष्ट्र जमिन महसुल अधिनियम, १९६६ चे कलम ४२-क अन्वये अकृषीक सारा व रुपांतरीत कर भरुण घेणेकामी विनंती केली आहे

अर्जदार यांनी अर्जासोबत सादर केलेल्या कागदपत्रांच्या अनुषंगाने या कार्यालयाचे पत्र क्र. जमा/एनए/एसआर/२२/२०२१ दि. ३१/५/२०२१ अन्वये रहिवास (ग्रुप हाऊसिंग) प्रयोजनासाठी अकृषिक सारा व रुपांतरीत कर भरणा करणेबाबत कळविले असता त्यांनी अकृषिक सारा रक्कम रु. १०००/- + रुपांतरीत कर रु. ५०००/- असे एकूण रक्कम रु. ६०००/- दि. २६/२०२१ रोजी ००२९१७३७०९ या लेखाशिर्षाखाली भरणा केलेली असून चलनाची प्रत सादर केली आहे.

म.महानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक यांचेकडील पत्र क्र. नामप्रविष्ठा / अभि/बां.प./मौजे ओझर ता.निफाड/ग.नं. २६५८/१/१६९ दि. १७/२/२०२१ नुसार विषयांकित मिळकतीस रहिवास (ग्रुप हाऊसिंग) प्रयोजनासाठी विकास परवानगी व प्रारंभ प्रमाणपत्र दिलेले आहे.

महाराष्ट्र जमिन महसुल अधिनियम, १९६६ चे कलम ४२-क शासन राजपत्र दि. ०५ जानेवारी २०१७ अन्वये मौजे ओझर ता.निफाड जि.नाशिक येथील स.नं. २६५८/१ क्षेत्र १०००० चौ.मी. या क्षेत्रात रहिवास (ग्रुप हाऊसिंग) प्रयोजनार्थ अकृषीक सारा व रुपांतरीत कर भरल्याबाबतचे चलन मंजूरीची परवानगी खालील अटी व शर्तीवर देण्यात येत आहे.

### अटीशर्ती

- अर्जदार यांनी नियोजन प्राधिकरणाच्या नियमानुसार आवश्यक त्या परवानग्या घेणे बंधनकारक राहिल. तसेच सहाय्यक संचालक नगररचना / कार्यकारी अभियंता, यांनी मंजूर केलेल्या अभिन्यासातील खुली जागा (ओपन स्पेस) तसेच रस्ते स्थानिक प्राधिकरणाकडे वर्ग करणे आवश्यक राहिल.
- सदर मिळकत ही नाशिक महानगर प्रदेश विकास प्राधिकरण क्षेत्रात समाविष्ट असल्याने त्यानुसार अर्जदार यांना अटी व शर्ती बंधनकारक राहिल. तसेच विकास परवानगी (अभिन्यास व बांधकाम नकाशे मंजूरी, नाशिक महानगर प्रदेश विकास प्राधिकरण यांचेकडून प्राप्त करुन घेण्याची जबाबदारी अर्जदार यांची राहिल.
- अधिकारी अभिलेख व जमिनीच्या मालकी हक्काबाबत तसेच इतर हक्काबाबत भविष्यात काही विवादा उदभवल्यास व त्यामध्ये तथ्य आढळल्यास तसेच मालकी हक्काबाबत काही गंभीर स्वरूपाच्या कायदेशिर त्रुटी आढळल्यास, न्यायालयाचे काही निर्णय झाल्यास त्यांची संपूर्ण जबाबदारी अर्जदार यांचेवर बंधनकारक राहिल. त्यास हे कार्यालय जबाबदार राहणार नाही.

न.प.ड.-२  
रा.ओ.झर/ता.निफाड/जि.नाशिक  
नं-४)



न.प.ड.-२  
रा.ओ.झर/ता.निफाड/जि.नाशिक  
नं-४)

- सदर मिळकतीबाबत भविष्यात सदर जमिन भोगवटादार वर्ग-२/न.अ.श, नश, ना.ज.क.म, देवस्थान व इतर कोणत्याही नियंत्रित सत्ता प्रकारची असल्यास तसेच शासनास अधिभार देय असल्यास प्राधिकाऱ्याची परवानगी घेणे तसेच त्या वेळच्या शासनाच्या प्रचलित नियमानुसार शासनास देय नजराणा / इतर रकमा भरणेची जबाबदारी अर्जदार यांची राहिल.
- सदर आदेश अर्जदार यांचा चालू ७/१२ व प्रतिज्ञापत्रांच्या अधिन राहून दिलेला आहे.
- प्रशानांकित मिळकतीच्या इतर हक्कात कोणतेही वित्तीय बोजे असल्यास त्यास अर्जदार / मिळकतीबाबत राहतील यास अधिन राहून सदरचे चलन मंजूर केले आहे.
- मिळकतीचे मा.महानगर आयुक्त, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक यांचेकडून बांधकाम / विकास परवानगीप्रमाणे इतर सर्व संबंधित विभाग यांचेकडून बांधकाम नकाशे प्रमाणित घेणे आवश्यक राहिल.



नाशिक महानगर  
NASHIK METROPOL  
विभागीय अ

सुधारित विकार  
REVISED DEVELOPMENT PERM

ना.क्र. : नामप्रविप्रा/सुधा.अभि.वां.प./मौ.ओ.झर/ता.निफाड/जि.नाशिक/दि.३१.१२.२०२१



उपविभागीय अधिकारी  
निफाड भाग निफाड

श्री. अनिल रामकृष्ण भांबरे व इतर  
मौ. ओझर, ता.निफाड, जि.नाशिक  
द्वारा - आर्कि. योगेश गायकवाड

विषय : मौजे ओझर, ता.निफाड  
मधील क्षेत्रात रहिवास  
बाबत.

संदर्भ : आपला दि.३१.१२.२०२१

मौजे ओझर, ता.निफाड, जि.नाशिक  
(प्रुप हाउसिंग) प्रयोजनार्थ सुधारित आ  
अर्जदाराने सदर प्रकरणी खालील प्रमाणे

अ.क्र.	चलनाचा प्रकार
१	छाननी
२	प्रिमिअम आकारणे
३	विकास शुल्क
४	कामगार कल्याण

आपण प्रस्तावासोबत सादर

स्वाक्षरीत/-

उपविभागीय अधिकारी

निफाड भाग निफाड

उक्त सुधारित अभिन्यास व बांधक

अटी व शर्ती:-

- मंजूर नकाशाप्रमाणेच जागेचा
- सदर विकास परवानगी व प्रा  
आवश्यकतेनुसार विहित मुद  
परवानगी व प्रमाणपत्र संपुष्ट  
इमारतीचे बांधकाम सुरु क  
साक्षांकित प्रत प्राधिकरणाक

प्रति,  
श्री अनिल रामकृष्ण भांबरे व इतर  
रा.ओझर ता.निफाड जि.नाशिक

१.नहसिलदार - निफाड यांचेकडेस मुळ संचिका पा.क्रं.१ ते सह अभिलेखात जतन करणे व योग्य कार्यवा  
रवाना. याशिवाय आणखी असे की, परवानदार यांनी अकृषिक प्रयोजनाकरिता जमिनीचा वापर सुरु केव  
कळविल्यानंतर विहित नमुन्यामध्ये तसेच अकृषिक प्रयोजन नोंदवहीमध्ये बिनशेती सा-याबाबत वसुलीच्या दृष्टी  
ती नोंद घ्यावी. शासन राजपत्र दि.५ जानेवारी २०१७ अन्वये ६० दिवसांच्या आत परवानदार यांचेकडून अर्जदाराने सदर प्रकरणी खालील प्रमाणे  
नमुन्यात सनद करून देण्यात यावी. तशी अधिकार अभिलेखात योग्य त्या नोंदी घेण्यात याव्यात.

टीप-परवानदार यांनी मोजणीची फी चलन क्रं. दि.३/६/२०२१रोजी रक्क.म रु.६०००/- भरली असून ती प्रकरणात  
केली आहे.

२.म.उपअधिक्षक भूमि अभिलेख, निफाड यांचेकडे माहितीसाठी अग्रोषित.  
३.म.महानगर नियोजनकार,नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक/ सहाय्यक संचालक नगररचना  
यांचेकडेस माहितीसाठी अग्रोषित.

४.सरपंच ग्रामपंचायत ओझर ता. निफाड जि.नाशिक.  
५.तलाठी - ओझर ता. निफाड जि.नाशिक यांना अधिकार अभिलेखात योग्य त्या नोंदी घेणेकामी रवाना.

न.प.ड.-२  
क्र. ३२६ / १४  
२१० - ४९



नाशिक महानगर प्रदेश विकास प्राधिकरण, नाशिक  
NASHIK METROPOLITAN REGION DEVELOPMENT AUTHORITY

विभागीय आयुक्त कार्यालय, नाशिकरोड, नाशिक - ४२२१०१



सुधारित विकास परवानगी व प्रारंभ प्रमाणपत्र  
REVISED DEVELOPMENT PERMISSION AND COMMENCEMENT CERTIFICATE

जा.क्र. : नामप्रविप्रा/सुधा.अभि.बां.प./मौ.ओझर,ता.निफाड/ग.नं.२६५८/१ १०३८ दि. ११/५/२०२२

प्रति.

श्री. अनिल रामकृष्ण भांबरे व इतर  
मौ. ओझर, ता.निफाड, जि.नाशिक.  
द्वारा - आर्कि. योगेश गायकवाड

विषय : मौजे ओझर, ता.निफाड, जि.नाशिक येथील ग.नं.२६५८/१ मधील क्षेत्र १००००.०० चौ.मी.  
मधील क्षेत्रात रहिवास (ग्रुप हाउसिंग) प्रयोजनार्थ सुधारित अभिन्यास व बांधकाम मंजूरी  
बाबत.

संदर्भ : आपला दि.३१.१२.२०२१ रोजीचा प्राप्त अर्ज व प्रस्ताव.

मौजे ओझर, ता.निफाड, जि.नाशिक येथील ग.नं.२६५८/१ मधील क्षेत्र १००००.०० चौ.मी. क्षेत्रात रहिवास  
(ग्रुप हाउसिंग) प्रयोजनार्थ सुधारित अभिन्यास व बांधकाम प्रस्ताव मंजूरीस्तव प्राधिकरणाकडे प्राप्त झाला आहे.  
अर्जदाराने सदर प्रकरणी खालील प्रमाणे रक्कमा जमा केलेल्या आहेत.

अ.क्र.	चलनाचा प्रकार	चलन क्र. व दि.	रक्कम	भरल्याचा दिनांक
१	छाननी	१८१९/३१.१२.२०२१ २५६७/९.१०.२०२०	६१,५००/- २८,५००/-	१५/३/२०२२ २०/१०/२०२०
२	प्रिमिअम आकारणी	३६/२८.३.२०२२	३७,२००/-	२९/३/२०२२
३	विकास शुल्क	९९/२८.३.२०२२ ७७/९.२.२०२१	७,५९,०००/- ९,४९,०००/-	२९/३/२०२२ १०/२/२०२१
४	कामगार कल्याण उपकर	८९/२८.३.२०२२ ९०७/९.२.२०२१	१२,७९,६००/- १०,३२,०००/-	२९/३/२०२२ १०/२/२०२१

आपण प्रस्तावासोबत सादर केलेल्या कागदपत्रास अधीन राहून तसेच खालील अटी व शर्तीस अधीन राहून  
उक्त सुधारित अभिन्यास व बांधकाम प्रस्तावास विकास परवानगी व प्रारंभ प्रमाणपत्र देण्यात येत आहे.

अटी व शर्ती:-

- मंजूर नकाशाप्रमाणेच जागेचा विकास व बांधकाम करणे बंधनकारक राहिल.
- सदर विकास परवानगी व प्रारंभ प्रमाणपत्र हे एक वर्षाच्या कालावधीकरिता अंमलात राहिल. तदनंतर त्यापुढे आवश्यकतेनुसार विहित मुदतीमध्ये सदर परवानगी व प्रमाणपत्राचे नुतनीकरण करून न घेतल्यास सदरचे परवानगी व प्रमाणपत्र संपुष्टात येईल.
- इमारतीचे बांधकाम सुरु करण्यापूर्वी महसूल विभागाकडून अकृषिक / सनद परवानगी प्राप्त करून त्याची साक्षात्कृत प्रत प्राधिकरणाकडे सादर करणे अर्जदार/विकासक/जमीन मालक यांचेवर बंधनकारक राहिल.

NASHIK METROPOLITAN REGION DEVELOPMENT AUTHORITY

Divisional Commissioner Office, Nashik Division - Nashik. T Ph. No. 0253 2959787 | www.nmrda.in



ज.प.ड.-२  
 क्र. १२५/२००१  
 २८-४)



मौजे ओझर, ता.निफाड, जि.नाशिक येथील ग.नं.२६५८/१

- ४ प्रस्तावासोबत मोजणी दि. २१/१०/२००२ मो.र.नं. ८/१०/१०/२००२ ने केलेल्या वहीवाटीचे नकाशातील हद्दीचे अधीन राहून परवानगी देण्यात येत आहे. सदर जमिनीचे वहीवाटीचे/ हद्दीचे अथवा इमारतीबाबत कोणतेही व्यक्तिगत वाद/न्यायालयीन वाद उदभवल्यास त्याची सर्वस्वी अर्जदार / विकासक / जमीन मालक यांची राहिल. ज्या जागेची मालकी / वहीवाट, अर्जदार / विकासक / जमीन मालक यांची नाही अशा कोणत्याही जमिनीवर सदर परवानगीद्वारे विकास अनुज्ञेय राहणार नाही. १३
- ५ प्रस्तुतच्या जमिनीवर आर्थिक संस्थांचा बोजा असल्यास त्यास अर्जदार / जमीनमालक / विकासक जबाबदार राहतील. १४
- ६ प्रस्तुतच्या जमिनीवर आर्थिक संस्थांचा बोजा असल्यास त्यास अर्जदार / जमीनमालक / विकासक जबाबदार राहतील. १५
- ७ विषयांकित जमिनीवर कोणतेही विकास कार्य सुरु करण्यापूर्वी रेखांकन जागेवर सीमांकित भूमि अभिलेख खात्याकडून प्रमाणित करून घेणे बंधनकारक आहे. मंजूर रेखांकनानुसार जागेवरील झाल्यानंतर, भूखंडाचे क्षेत्रफळ, रस्त्यांची रुंदी, १०% सुविधा भूखंड व १०% खुल्या जागेचे क्षेत्र रेखांकनात दर्शविल्या पेक्षा कमी भरता कामा नये. यामध्ये कोणताही बदल झाल्यास रेखांकन पुन्हा मंजूर घेणे बंधनकारक राहिल. अशा प्रमाणित रेखांकनाची प्रत प्राधिकरणास सादर करून त्यास अंतिम मंजुरी शिवाय कोणताही विकास करता येणार नाही. १६
- तसेच मंजूर रेखांकनानुसार अंतर्गत रस्ते, सुविधा भूखंड क्षेत्र त्याचप्रमाणे मंजूर प्रादेशिक रस्ते / रस्ता रुंदीने बांधित क्षेत्र जागा मालकास/विकासकास वाढीव चटई क्षेत्राच्या बदलात संबंधित प्राधिकरणाकडे हस्तांतरित करावयाचे झाल्यास अशा अनुषंगिक क्षेत्राची मोजणी जागा मालकाने/विकासकाने भूमि अभिलेख विभागाकडे रितसर अर्ज करून घेणे बंधनकारक राहिल. तदनंतर अशा क्षेत्राजमिनीचे खरेदीखत संबंधित नियोजन प्राधिकरणाचे नावाने जागा मालकाने/विकासकाने स्वखर्चाने करू तसा ७/१२ उतारा व त्याप्रमाणे प्रत्यक्ष जागेचा ताबा दिल्यानंतरच अशा क्षेत्राचा वाढीव चटई क्षेत्र मिळवणे आवश्यक त्या बांधकाम नकाशा व अनुषंगिक कागदपत्रासह अर्ज करण्यास अर्जदार पात्र राहतील. १९
- ८ मंजूर नकाशात दर्शविलेले प्रमाणे नियोजित बांधकामापासून पुढील, मागील व बाजूची सामासिक अंतरे जागेवर कायम व खुली ठेवणे आवश्यक राहिल. २०
- ९ इमारतीचे जोता तपासणीसाठी अर्ज करताना अकृषिक / सनद परवानगी आणि परवान वास्तुविशारद/अभियंता/स्ट्रक्चरल अभियंता /सुपरवायझर यांचे प्रमाणपत्र सादर करणे बंधनकारक त्याचप्रमाणे भोगवटा प्रमाणपत्रासाठी अर्ज करताना बांधकाम प्रस्तावांतर्गत जमिनीचे महसूल / भूमि अभिलेखात एकत्रिकरण/ उपविभागणी केलेला अद्यावत ७/१२ उतारा /प्रॉपर्टी कार्ड व मोजणी सादर करणे बंधनकारक राहिल. २१
- १० इमारतीचे मंजूर नकाशानुसार जोत्यापर्यंतचे बांधकाम पूर्ण झाल्यानंतर जोते तपासणी प्रमाणपत्र प्राप्त घेणे बंधनकारक राहिल. २४
- ११ रेखांकनातील रस्ते, व खुली जागा यांची देखभाल व रेखांकनात दर्शविलेले वर्गीकृत / प्रादेशिक रस्ते/रस्ता रुंदीकरणातील क्षेत्र सर्व जनतेच्या वापरासाठी तसेच शेजारच्या जमीन मालकास वापरण्या ठेवणे बंधनकारक राहिल. २५
- १२ रेखांकनातील रस्ते, गटारे, खुली जागा इत्यादी अर्जदाराने/विकासकाने/जमीन मालकाने भूखंड/संवितरित करण्यापूर्वी जागेवर स्वखर्चाने व समाधानकारकरित्या विकसित करणे आवश्यक आहे. २६

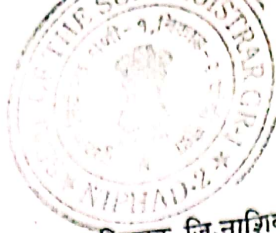
न.प.ड.-२  
दस्तावेज (२२६/२०१४)  
२०-४१



मोजे ओझर, ता.मिफाड, जि.नाशिक येथील ग.नं.२३५८/१

- १३ जागेतील/जागे स्वगतच्या माल्याच्या/नदीच्या नैसर्गिक प्रवाहास अडथळा येईल, असे कोणतेही बांधकाम करता येणार नाही. त्याच प्रमाणे उक्त जमिनीवरील विकास करतांना जागेवरील धूपुष्ठ रचनेमध्ये अनाधिकृत बदल करता येणार नाहीत. सदर अटीचा भंग करून विकास केल्याने दुर्घटना घडल्यास त्याची जबाबदारी अर्जदार / विकासक / जमीन मालक यांची राहिल. तसेच कुठलाही नैसर्गिक प्रवाह प्रदुषित होणार नाही याची जबाबदारी अर्जदाराची राहिल.
- १४ नियोजित बांधकामातील मजल्यांची संख्या व उंची, मंजूर रेखांकन/बांधकाम नकाशांवर दर्शविल्यापेक्षा जास्त असता कामा नये.
- १५ स्ट्रक्चरल इंजिनिअर यांनी तयार केलेल्या Structural Design नुसार प्रत्यक्ष जागेवर विकास करणेची जबाबदारी विकासक व सुपरवायझर यांची संयुक्तिक राहिल.
- १६ प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील सर्व नियम आणि भारतीय मानक ब्युरोने विहित केलेल्या सुरक्षा प्रमाणकांचे पालन करणे अर्जदार / विकासक / जमीन मालक यांचेवर बंधनकारक राहिल.
- १७ शासन नगर विकास विभागा कडील दि.१९/११/२००८चे निदेश क्र.टिपीव्ही-४३०८/४१०२/प्र.क्र.३५९/०८/नवि-११ नुसार अर्जदार / विकासक / जमीन मालक व वास्तुविशारद यांनी बांधकाम नकाशामध्ये एकूण चटई क्षेत्र (Carpet area) नमूद केलेले आहे. सदर नमूद चटई क्षेत्रा (Carpet area) बाबत आकडेमोड, गणितीय चुका इ.बाबत वास्तुविशारद व अर्जदार / विकासक / जमीन मालक संयुक्तिकरित्या जबाबदार राहतील.
- १८ नियोजित इमारतीसाठी/विकाससाठी आवश्यक असणाऱ्या पिण्याच्या पाण्याची सोय आपण अश्वसित केलेल्या सक्षम प्राधिकरणाने / ग्रामपंचायतीने न केल्यास पिण्याच्या पाण्याची आवश्यक ती पूर्तता अर्जदार / विकासक / जमीन मालक यांनी स्वखर्चाने प्रत्यक्ष वापरापूर्वी करणे आवश्यक आहे. त्याचप्रमाणे सांडपाण्याची व मैला निर्मुलनाची सुयोग्य व्यवस्था प्रत्यक्ष वापरापूर्वी करणे बंधनकारक राहिल.
- १९ ओला व सुक्या कचऱ्याकरिता सदर जागेत स्वतंत्र कंटेनरची सोय करणे आवश्यक राहिल विघटन होणाऱ्या ओल्या कचऱ्यासाठी गांडूळ खत प्रकल्प अर्जदार / विकासक / जमीन मालक यांनी स्वखर्चाने करावयाचा आहे.
- २० आवश्यकतेनुसार वृक्ष लागवड करणे आवश्यक राहिल.
- २१ शासन निर्देशानुसार बांधकाम करतांना Fly Ash चा वापर करणे बंधनकारक आहे.
- २२ सौर उर्जेवर पाणी तापविण्या साठीची यंत्रणा (SWHH किंवा RTPV यंत्रणा) लागू नियमावलीनुसार अर्जदार / विकासक / जमीन मालक यांनी इमारतीचे वापरापूर्वी स्वखर्चाने करणे बंधनकारक राहिल.
- २३ ग्रे वॉटर ट्रीटमेंट प्लॅन्ट यंत्रणा उभारणे अर्जदार / विकासक / जमीन मालक यांचेवर बंधनकारक असून पाण्याचा फेरवापर बगीचा, झाडाची जोपासना यासाठी करणे आवश्यक आहे.
- २४ मलनिःसारण यंत्रणा (SOLID WAST MANAGEMENT SYSTEM) बसविणे व त्या व्दारे १००% मलनिःसारण करणे बंधनकारक राहिल तसेच ओला व सुका कचरा वर्गीकरण करणे बंधनकारक राहिल.
- २५ प्रारंभ प्रमाणपत्र दिलेल्या कोणत्याही इमारतीचे बांधकाम पूर्ण झाल्यानंतर मंजूर एकत्रीकृत विकास नियंत्रण व प्रोत्साहन नियमावली नुसार पूर्णत्वाचे प्रमाणपत्र अर्जदार / विकासक / जमीनमालक यांनी सादर करून भोगवटा प्रमाणपत्र प्राप्त करून घेतल्याखेरीज कोणत्याही इमारतीचा भागशः / पूर्णतः वापर सुरु केल्यास अर्जदार / विकासक / जमीन मालक कारवाईस पात्र राहिल.

न.प.ड. - २  
दस्तावेज ०२६६ / १२४  
३० - ६



न.प.ड.  
दस्तावेज ०२६६  
३१ - २

मौजे ओझर, ता.निफाड, जि.नाशिक येथील ग.नं.२६५८/१

- २६ अर्जदारांनी नकाशावर दर्शविलेल्या हद्दीबाबत व क्षेत्राबाबत वाद अगर तक्रार निर्माण झाल्यास त्यास जबाबदार राहतील.
- २७ केंद्र शासनाच्या पर्यावरण विभागाकडील अधिसूचना क्र. S.O.३९९९(E) दि. ०९/१२/२०१६ मधील Appendix XIV मधील पर्यावरणाच्या अटीची पूर्तता करणे अर्जदार/विकासक/जमीन मालक यांचेवर बंधनकारक व सदर अटी बंधनकारक असल्याबाबत हमीपत्र सादर करणे आवश्यक राहिल.
- २८ मोठ्या इमारत बांधकामाच्या ठिकाणी काम करणाऱ्या मजूरामधील गरोदर माता, स्तनदा माता त्यांच्यासोबत असणाऱ्या ० ते ६ वर्षे वयोगटातील मुलांकरिता शेड बांधणे, शौचालय व पिण्याच्या पाण्याच्या व्यवस्था, पाळणाघर इ. तात्पुरत्या सुविधा कंत्राटदार किंवा बांधकाम विकासक यांनी करणे आवश्यक राहिल.
- २९ हद्दी व क्षेत्राबाबत वाद अगर तक्रार निर्माण झाल्यास त्यास अर्जदार जबाबदार राहतील.
- ३० प्रस्तुत जमिनीवर भविष्यात छाननी शूल्क, प्रिमीयम शूल्क, विकास शूल्क, सुरक्षा ठेव व कामगार उपकर इत्यादी बाबतच्या रक्कमेची बाकी उदभवल्यास सदर रक्कम प्राधिकरणाकडे जमा करणे यांचेवर बंधनकारक राहिल.
- ३१ अर्जदार यांनी सादर केलेली कोणतीही माहिती अथवा कागदपत्रे ही चुकीची/दिशाभूल करणारी आढळल्यास प्रस्तुतची विकास परवानगी रद्द समजणेत येईल.
- ३२ अर्जदार/विकास/जमीनमालक/हौसिंग सोसायटी यांनी मंजूर एकत्रीकृत विकास नियंत्रण व प्रोत्साहन नियमावलीतील तरतुदींचे उल्लंघन केल्याचे आढळल्यास त्यादिवशी रु. २५००/- व उल्लंघन सुरु ठेव प्रतिदिन रु. १००/- वंड आकारला जाईल.
- ३३ यापूर्वी उपमहानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण, नाशिक यांचे पुरविलेले नामप्रविप्रा/अभि.बां.पं./मौ.ओझर,ता.निफाड/ग.नं.२६५८/१/१६९, दि. १७/२/२०२१ अन्वये मंजूर व नकाशे यापुढे रद्द समजणेत येत आहेत.
- ३४ लागू एकत्रीकृत विकास नियंत्रण व प्रोत्साहन नियमावलीतील (UDCPR) आवश्यक त्या सर्व तरतुदींचे अर्जदारांस बंधनकारक राहतील.
- ३५ जागेवर अर्जदाराने स्वखर्चाने अग्निशमन सुविधा पुरविणे आवश्यक आहे.
- ३६ कोरोना व्हायरस (कोव्हीड - १९) या साथीच्या रोगा संदर्भात शासनाचे / संबंधित विभागांचे वेळोवेळी निदेश होणारे आदेश / मार्गदर्शक सूचना यांचे पालन करणे आपणांवर बंधनकारक राहिल.
- प्रस्तावासोबतच्या रेखांकन/बांधकाम नकाशाच्या तीन प्रती साक्षात्कृत करून सोबत जोडलेले प्रस्तावासोबतची अन्य सर्व कागदपत्रे प्राधिकरणाच्या अभिलेखार्थ राखून ठेवण्यात येत आहेत.

This registration is granted under section 51600050445  
Project: Kalpataru Baug - Phase 2, P/1, Niphad, Nashik, 422206.

1. Mr. Anil Ramkrishna Bhambere / business at Tehsil: Niphad, District: Nashik
2. This registration is granted subject to the following conditions:
- The promoter shall enter into a schedule of allottees, as the case may be.
  - The promoter shall execute a schedule of Interest and Disclosures of Interest and Disclosures of Interest.
  - The promoter shall deposit a schedule of amounts maintained in a schedule as per sub-clause (D) of clause 6.
  - That entire of the amounts from time to time, shall be the cost of construction and the project is less than the cost of construction.
  - The Registration shall be renewed by the Maharashtra rule 6.
  - The promoter shall comply with the conditions of the registration.
  - That the promoter shall take all necessary steps to complete the project.
3. If the above mentioned conditions are not complied with by the promoter including revoking the registration under.



(प्रशांत सोनवणे)

उपमहानगर नियोजनकार,  
नाशिक महानगर प्रदेश विकास प्राधिकरण,  
नाशिक



:- माहिती व आवश्यक कार्यवाहीसाठी.

- १) तहसिलदार, तहसिल कार्यालय, ता.निफाड, जि.नाशिक  
२) प्रशासक / मुख्याधिकारी ओझर नगर परिषद, ओझर (मिग), ता.निफाड, जि. नाशिक  
३) तलाठी, ओझर, ता.निफाड, जि. नाशिक

Dated: 12/04/2023

Place: Mumbai



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39-89



## 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 :  
51600050445  
Project: **Kalpataru Baug - Phase 2** , Plot Bearing / CTS / Survey / Final Plot No.: **Part of Gat No. 2658/1 at Ozar (CT), Niphad, Nashik, 422206;**

1. **Mr. Anil Ramkrishna Bhambere And Mrs. Vidya Anil Bhambere** having its registered office / principal place of business at **Tehsil: Niphad, District: Nashik, Pin: 422206.**
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 (l) 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 **12/04/2023** and ending with **31/12/2026** 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 Premanand Prabhu  
(Secretary, MahaRERA)  
Date:12-04-2023 14:15:44

Dated: 12/04/2023  
Place: Mumbai

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



### घोषणापत्र

मी सागर अनिल भांबेरे याबदारे घोषित करतो की, मे.दुग्ध्यम निबंधक, निफाड-२ तसेच तासतगांब यांचे कार्यालयात साठेखत करारनामा/फरोक्त खरेदीखत/चुक दुरुस्ती शिर्षक दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री.अनिल रामकृष्ण भांबेरे, सौ. अनिल भांबेरे, यांनी मला विशेष मुखत्यारपत्राचा दस्त दिनांक २०/०६/२०२२ रोजी मे.दुग्ध्यम निबंधक साठे, निफाड-२ यांच्या कार्यालयात दस्त नंबर २२८२/२०२२ अन्वये नोंदवून दिलेला सदर कुल मुखत्यार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे/निष्पादित कबुली जबाब दिलेला आहे. सदर कुल मुखत्यार पत्र लिहून देणार यांनी कुल मुखत्यारपत्र रद्द केले नाही किंवा कुल मुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा कोणत्याही कारणामुळे कुल मुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुल मुखत्यारपत्र पुढे वैध असून उपरोक्त कृती करण्यास मी पुर्णतःसक्षम आहे. सदरचे कथन चुकीचे आढळून आले नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिल याची मला जाणीव आहे.

दिनांक :- १९/०६/२०२४

*(Signature)*

सागर अनिल भांबेरे

551/2282

Monday, June 20, 2022

11:31 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

गावाचे नाव: ओसर टाऊनशिप

दस्तऐवजाचा अनुक्रमांक: नप२२-2282-2022

दस्तऐवजाचा प्रकार: विशेष मुखत्यारनामा

सादर करणाऱ्याचे नाव: सागर अनिल भांबेरे

पावती क्र.: 2973

दिनांक: 20/06/2022

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 31

₹. 100.00

₹. 620.00

एकूण:

₹. 720.00

थापणास मूळ दस्त, थंयनेल प्रिंट, सूची-२, अंदाजे 11:46 AM ह्या वेळेस मिळेल.

बाजार मुल्य: ₹. 1/-

मोबदला ₹. 1/-

भरलेले मुद्रांक शुल्क: ₹. 500/-

1) देयकाचा प्रकार: DHC रकम: ₹. 620/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1908202200354 दिनांक: 20/06/2022

वेळेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003614898202223E दिनांक: 20/06/2022

वेळेचे नाव व पत्ता:

*(Signature)*  
दुग्ध्यम निबंधक श्री. सागर  
निफाड-२

मी / आम्ही खाली सही करणार मा परिपत्रक वाचून असे घोषित करतो की अथवा दुवार विक्री होत नाही. या कुलमुखत्यारधारक हे खरे असून या इसम स्वाक्षरीसाठी घेऊन आले आं सदर नोंदणीचा दस्तऐवज निष्पादित

दस्तातील मिळकतीचे मालक / व तसेच मिळकतीचे मालकाने नेमून ठेव उक्त मुखत्यारपत्र अद्यापही आहे तसेच सदरची मिळकत शासन मा बोजे, शासन बोजे व मुखत्यारधार करून साक्षीदार समक्ष निष्पादित व या दस्तासोबत नोंदणी प्रक्रि

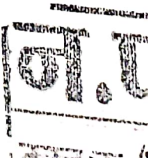
हस्तांतरणाबाबत कोणत्याही न्याया नोंदणी नियम, १९६१ चे नियम नोंदणी नियम, १९६१ चे निर्णयानुसार दस्ताऐवजामधील मिळकत तपासणे ही नोंदणी अधिकारी

स्थावर मिळकतीविषयी अनुषंगाने पोलीस स्टेशनमध्ये दा नयेत म्हणू नोंदणी अधिनियम १९०८ कायदानुसार मुद्रांक शुल्क किंवा नियम १९०८ चे कलम ८२ नुस व दस्ताऐवजातील सर्व निष्पादक आहे.

त्यामुळे मी / आम्ही ने भविष्यात कायदानुसार कोणताही भारतीय दंड संहिता १८६० मर्ष आम्हांला पुर्णपणे जाणीव आहे

लिहून देणार...

*(Signature)*



### घोषणापत्र

मी / आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक, म.रा.पुणे यांचे दि. 30/11/2023 रोजीचे परिपत्रक वाचून असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तावेजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असून याची आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आलो आहे / आहोत.

सादर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हितसंबंधीत व्यक्तीयांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र असापही 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 मुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही न्यायालयात / शासकीय कार्यालयाचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी नियम, 1961 चे नियम 44 नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम, 1961 चे नियम 44 व वेळोवेळी न्यायालयाचे / उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तावेजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांची मालकी व दस्तावेजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पूर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तावेजातील मिळकतीविषयी होऊ नयेत म्हणून नोंदणी अधिनियम 1906 चे कलम 12 नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुदांक शुल्क किंवा नोंदणी फी कमी लावती / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम 1906 चे कलम 12 नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तावेजातील सर्व निष्पादक व ओळख देणार जबाबदार राहणार आहोत. याची आम्हांला पूर्ण कल्पना आहे.

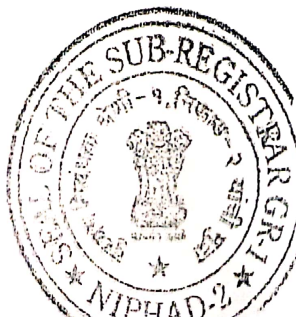
त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर विषयात कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम 1906 चे कलम 12 व भारतीय दंड संहिता 1860 मधील नमुद असलेल्या 7 वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला / आम्हांला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार...

लिहून घेणार...

*Bhamburda*

न.प.ड.-२
वसाहती 1822/2023
33 — 89



*V. Smithkumilc*