

of January 2025 at Nashik Road.





Mobile:

Both R/o.: 04 Om shivam Apt., Khole mala, Deolali Goan, Nashik - 422101.

BETWEEN

Yashvant Enterprises PAN - AACFY9650L

having its office at: Flat No. 10,

Amardeep Co op Housing Society Ltd., Near Datta Mandir,

Nashik Road, Tal. & Dist. Nashik - 422101

Through its Partner

1. Shri. Kailas Kashinath Dhatrak

Age: 32 Years, Occupation: Business

PAN - BOLPD7253L

UID - 3093 4010 7437

* e-mail : kailasdhatrak20@gmail.com

Mobile: 9604040260

R/o. At Post Jakhori, Tal. & Dist. Nashik - 422102

2. Shri, Laxman Dada Sanap

Age: 30 Years, Occupation: Business

PAN - JATPS9986R

UID - 4217 7152 5164

e-mail: luckysanap@gmail.com

Mobile: 7045566704

R/o. Flat No. 2, Swapna Anita Apartment, Chaitanya Nagar, Near Vitthal Mangal Karyalaya,

Jail Road, Nashik Road, Tal. & Dist. Nashik – 422101

Hereinafter referred to as "THE OWNER / VENDOR / PROMOTER / DEVELOPER"

(Which expression shall unless it be repugnant to the context or meaning thereof, mean & include the said partnership firm, its present & future partners and their heirs, legal representatives, executors) OF THE FIRST PART

AND

1. Mr. Manish Pradipkumar Bamb

Age: 28 Years, Occupation: Business

PAN - CRMPB5614G

UID - 7413 7701 7790

e-mail:

Mobile:

2. Mrs. Pramila Pradipkumar Bamb

Age: 59 Years, Occupation: Housewife

PAN - CDWPB4183Q

UID - 3347 1794 8259

e-mail:

Mobile:

Both R/o.: 04 Om shivam Apt., Khole mala, Deolali Goan, Nashik – 422101.



Hereinafter referred to as "THE PURCHASER/S/ALLOTTEE"

(Which expression shall unless it be repugnant to the contexts, or meaning thereof, mean & include his/her/their heirs, legal representatives, executors, administrators & assigns) OF

THE SECOND PART

AND

- 1. Shri. Shyamrao Sahebrao Deshmukh
- 2. Sau. Revati Shamrao Deshmukh

Through their Developer & GPA Holder

Yashvant Enterprises,

PAN - AACFY9650L

having its office at: Flat No. 10,

Amardeep Co op Housing Society Ltd., Near Datta Mandir,

Nashik Road, Tal. & Dist. Nashik - 422101 -

Through its Partner

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Hereinafter referred to as "THE LAND OWNERS / CONSENTING PARTY"

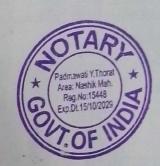
(Which expression shall unless it be repugnant to the context or meaning thereof, mean &

include their heirs, legal representatives, executors) OF THE OTHER PART

AND WHEREAS Vendor is the absolute & exclusive owner of the property bearing Plot No. 4 more particularly described in SCHEDULE - I hereunder written and hereinafter referred to as "THE SAID PLOT PROPERTY"

AND WHEREAS Vendor / Developer has purchased the said Plot No. 4 more particularly described in SCHEDULE-I hereunder written from Shri. Chandrashekhar





Prabhakar Shinde and other under Registered Sale Deed on 7/9/2022 which is duly registered at the office of Joint Sub Registrar Class 2 Nashik 2 at Sr. No. 8939 Dt. 8/9/2022 and the name of the Vendor is recorded in the record of rights as per Mutation Entry No. 37742.

AND WHEREAS Land Owner / Consenting Parties have purchased the said Plot No.55 more particularly described in SCHEDULE-I hereunder written from Shri. Shirish Ganesh Bag under registered Sale Deed on 18/9/2012 which is duly registered at the office of Joint Sub Registrar Class 2 Nashik 2 at Sr. No. 09515 Doc. 18/9/2012 and the name of the Land Owner / Consenting Party is recorded in the record of rights as per Mutation Entry No. 26965.

AND WHEREAS Consenting Parties have given the said Plot No. 5 to Vendor / Developer / Yashvant Enterprises Through its Partner for its development under Registered Development Agreement & General Power of Attorney on 7/10/2022. The said Development Agreement & General Power of Attorney are duly registered at the office of Joint Sub Registrar Class 2 Nashik 2 at Sr. No. 9971 & 9972 Dt. 7/10/2022 respectively. Accordingly the name of Developer has been recorded into regord of rights in other rights column as a Developer as per M.E. No. 37815. Thus the Yashvant Enterprises Through its Partner have acquired right, title, interest, possession in respect of the said property and became the Developer & GPA Holder of Land Owners / Consenting Party.

AND WHEREAS thus the title of Vendor / Developer to the said plot property more particularly described in SCHEDULE – I herein below are Clear, Marketable & Free from all the encumbrances. The title of Vendor to the said plot property is certified by Advocate Narendra N. Chauhan.

AND WHEREAS on the demand of Purchaser, the Vendors have given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendors Architect and such other documents as are specified under the Real Estate (Regulation And Redevelopment) Act, 2016 and the Rules and Regulations made thereunder.

AND WHEREAS the Purchaser has read and understood all the contents of Indemnity Bond, Undertakings etc. given by the Vendors to the Collector, Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA Order & Completion Certificate (if any) and Purchaser agrees that these agreements are subjected to the said terms and are binding on the purchasers.

AND WHEREAS the said property is converted in Non Agricultural Use as per the Order of Collector of Nashik as per their Order No. Maha/Kaksha/3/577/1994 Dt. 26/4/1995.

AND WHEREAS the said plot property is from the final approved layout which is approved and sanctioned by Assistant Director of Town Planning Nashik Municipal Corporation vide their Letter Outward No./Nagarrachna Vibhag/Final/Layout/26/189 Dated 31/5/1995.

AND WHEREAS the Vendor/Developer has purchased area admeasuring 479.99 sq. Mtrs. The said TDR purchased by Vendor/Promoter from Sau. Sneha Hitesh Poddar on 14/11/2022. The said Sale Deed of TDR is registered at the Office of Joint Sub Registrar Class 2 Nashik 5 at Sr. No. 12491 Dt. 15/11/2022. In accordance with the TDR Vendor/Promoter has prepared building plan.

AND WHEREAS as per the order bearing NMCB/SA/2022/APL/00350/2022 Dt. 29/11/2022 issued Deputy Director Nashill Municipal Corporation Nashik old 7/12 abstract has been cancelled and new 7/12 abstract has been prepared bearing Survey No. 29/4A/4B/4C/3/2 Plot No. 4/5 as per M.E. No. 38033.

AND WHEREAS the Residential Building plan with respect to the said property is approved by the Nashik Municipal Corporation Nashik as per order No. NMCB/B/2023/APL/05758 Dated 18/1/2023.

AND WHEREAS all the necessary development and betterment charges are paid by the Vendor/Developer with respect to the said plot property.

AND WHEREAS the title of the Vendor/Developer to the said plot property is free, clear, marketable & free from all the encumbrances and have every right to deal with & dispose off the said plot property as per their wish & desire.

AND WHEREAS the Vendor / Developer has engaged the services of Architect Rahul Khode & Structural Engineer Akshay Bhatjire for the construction of Residential purpose and for legal advise Vendor has appointed Mr. Narendra N. Chauhan.

AND WHEREAS the Vendors have registered the project under the provisions of the Real Estate (Regulation And Redevelopment) Act, 2016 with the Real Estate Regulatory Authority by Application No. P51600049863 Dt. 6/3/2023.

AND WHEREAS the said project is "SHREE GANESHA HEIGHTS APARTMENT". The said project is having 28 Residential Flats consisting of Ground Floor - Parking, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor & Seventh Floor.

AND WHEREAS Vendor / Developer has commenced the work of construction as per the approved plans and the building has been constructed as per the specifications given in

Schedule III, which specifications are also accepted by the Purchaser herein, which plan specifications are displayed in the office of the Developer.

AND WHEREAS Vendor / Developer has developed the said plot property in the name & style as "SHREE GANESHA HEIGHTS APARTMENT" the Residential Building.

AND WHEREAS the construction work of the said "SHREE GANESHA HEIGHTS APARTMENT" is completed as per the approved plan and Completion Certificate has been obtained from Nashik Municipal Coporation vide their letter Approval No./NMCB/FO/2024/APL/06988 Dt. 20/9/2024.

AND WHEREAS as the construction of the said "SHREE GANESHA HEIGHTS APARTMENT" is completed and the said plot and building thereon is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 and accordingly, the Deed of Declaration and Bye Laws of SHREE GANESHA HEIGHTS APARTMENT have been Registered with the Joint Sub Registrar Class 2 Nashik 2 at Serial No. 10685 Dt. 8/10/2024.

AND WHEREAS as per the aforesaid Deed of Declaration and Bye Laws, there are various apartments enjoying Common as well as restricted and exclusive amenities and facilities.

AND WHEREAS the Purchaser with an intention to purchase the constructed premises, requested to the Vendor / Developer for allotment of Flat No. 503, area admeasuring 50.95 Sq. Mtrs. RERA Carpet + Balcony area admeasuring 31.53 Sq. Mtrs. total area admeasuring 82.48 Sq. Mtrs. on Fifth Floor in the building known as SHREE GANESHA HEIGHTS APARTMENT constructed on the said plot property, situated at Village: Deolali-1, Tal. & Dist. Nashik, which is more particularly described in SCHEDULE - II herein below.

AND WHEREAS the Carpet area of the said flat is 50.95 Sq. Mtrs. RERA Carpet + Balcony area admeasuring 31.53 Sq. Mtrs. total area admeasuring 82.48 Sq. Mtrs. and carpet area means the net usable floor area of the said flat, excluding the area covered by external walls, areas under services, shafts, exclusive balcony appurtenant to the said flat for the exclusive use of the purchasers or veranda area and exclusive open terrace area appurtenant to the said flat for the exclusive use of the purchaser, but includes the area covered by internal partition walls of the said flat.

AND WHEREAS the consideration amount of the said flat is agreed at Rs. 36,81,000/- (Rupees Thirty Six Lakh Eighty One Thousand Only) which is proper as per present market and Purchaser have paid unto the Developer entire amount of consideration, as agreed, of Rs. 36,81,000/- (Rupees Thirty Six Lakh Eighty One Thousand Only) of the said Flat No. 503 on Fifth Floor, as mentioned in detail in Schedule of Payment.

Area: Nashik Mah.

Area: Nashik Mah.

Rog No: 15448

Exp. Dt. 15/10/2022

AND WHEREAS the Vendor / Developer has put the Purchaser in Actual Possession

OF of the said Flat No. 503 on Fifth Floor.

AND WHEREAS U/s. 13 of the said Act, Vendor/Developer is required to execute a written instrument of sale of the said flat with the Purchaser, being the fact these presence and also to registered the said Deed under the Registration Act, 1908.

NOW THIS SALE DEED OF APARTMENT WITNESSETH AS HERE IN AND IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER

- (1) The name of the building is "SHREE CANESHA HEIGHTS APARTMENT"
- (2) The building is consisting of Residential Flats.
- (3) That the said building consisting of Residential Flats all are capable of individual utilization on account of their own exits to common areas and facility of the building and also divided interest in general restricted common area and facilities of the building.
- (4) The Vendor/Developer has constructed the said building known as SHREE GANESHA HEIGHTS APARTMENT Consisting of Ground Floor Parking, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor & Seventh Floor on the said plot property in accordance with the plans and specifications approved by Nashik Municipal Corporation, which have been seen and approved by the Purchaser.
- (5) The Vendor/Developer do hereby sell, transfer & convey to the Purchaser a Flat No. 503, area admeasuring 50.95 Sq. Mtrs. RERA Carpet + Balcony area admeasuring 31.53 Sq. Mtrs. total area admeasuring 82.48 Sq. Mtrs. on Fifth Floor more particularly described in the Schedule II written hereunder, hereinafter referred to as the said Flat for total price and consideration of Rs. 36,81,000/- (Rupees Thirty Six Lakh Eighty One Thousand Only). This amount of consideration includes the proportionate price of common areas, facilities appurtenant to the said Flat.

This amount of consideration is fixed with mutual consent and there is no dispute about the same. The Purchaser has paid to the Developer the amount of the consideration in the following manner;

Amount Rs.	Particulars 1999
Rs.1,00,000/-	(Rupees One Lakh Only) are paid by Chq. No.347776, Bank of
	Maharashtra Dtd.14/12/2024.
Rs. 3,81,000/-	(Rupees Three Lakh Eighty One Thousand only) are paid by
	Chq. No. 347777, Bank of Maharashtra Dt. 15/01/2025
Rs.4,81,000/-	(Rupees Four Lakh Eighty One Thousand only)

And the remaining amount of Rs. 32,00,000/- (Rupees – Thirty Two Lac Only) to be paid by the Purchaser to Vendor by taking Loan from any Financial Institution or Bank and / or by way of Own Contribution by Cheque / Online Transfer as and when demanded by the Vendor from time to time as per schedule of payment within 01 months from the date of Demand Letter. Thus the Vendor/Developer has received from the Purchaser entire amount of consideration.

That this amount of Consideration does include the following expenses, which the Purchaser not to pay separately such as Legai Charges, Share Money and Entrance Fees of apartment and application formation and registration of the apartment and all the charges and expenses such as MSEB deposit and DP charges registration and all the expenses for Conveyance such as Stamp duty, registration fees, legal expenses, GST, LBT and any other taxes for this deed of transfer etc. will be charged extra.

- (6) That the Vendor/Developer having received the consideration from the Purchaser do hereby sell, transfer and convey the said Flat in favor of the Purchaser absolutely and forever TO HAVE AND TO HOLD the same as true and absolute owner thereof.
- (7) That the Purchaser has become the full and absolute owner of the said Flat and now he/she/they shall get his/her/their name entered into the record of rights and the Vendor/Developer undertakes to extend necessary co-operation in that behalf.
- (8) That the Vendor/Developer undertakes to sign & execute all the papers addressed to NMC, MSEB, or more such documents, if found necessary, for effective transfer of the said Flat in the name of the Purchaser.
- (9) That the Vendor/Developer has put the Purchaser in actual possession of the said flat and the Vendor/Developer do hereby confirm the actual possession with the Purchaser.
- (10) That the Vendor/Developer hereby declares that, Floor Space Index (F.S.I) available in respect of the said property is fully Utilized and that no part of the said FSI has been utilised by the Vendor/Developer elsewhere for any purpose whatsoever and in case any FSI as may be increased due to change in the Municipal rules, the same shall be entitled to consume the increased FSI by the Vendor/Developer.
 - (11) That the fixture, fittings and amenities provided by the Vendor/Developer in the said building and the said flat are those that are set out in SCHEDULE III hereto. In case, the Purchaser needs any additional amenities the Purchaser shall pay extra charges towards the same, to the Vendor/Developer.

The Purchaser shall use the said flat or any part thereof or permit the same to used only for the purpose it is legally allowed for and not for any illegal / immoral purpose

- (13) That the Vendor/Developer hereby assures unto the Purchaser that the said Flat is neither subject matter of any acquisition or requisition nor has he received any notice till today.
- (14) That the Vendor/Developer hereby assures unto the Purchaser that he has not subjected the said Flat property to any encumbrance whatsoever and the same is not a subject matter of any dispute or pending litigation.
- (15) The Purchaser himself with intention to bring all persons into whose hand-over the said flat may come do hereby covenant with the Vendor/Developer as follows:-
- a) To maintain the said flat at Purchaser's own cost in good and tenantable repairs and conditions from the date of possession is taken and shall not do or suffered to be done anything in or around the building in which the said flat is situated, staircase or any passage which may be against rules, regulations and bye-laws concerned local or other authority or change, alter or make addition in or to the building in which the said flat is situated and the said flat itself or any part thereof.
- b) Not to store in the said flat or any part thereof any goods which are hazardous, abnoxious, combustible or dangerous in nature or are so heavy to damage the construction or structure of building in which the said flat is situated will be caused or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages on upper floors which may damage the Staircase, Common passage or any other structure of the building in which the said flat is situated, including entrance of the building, On account of negligence or default of the Purchaser and the Purchaser shall be liable for the consequences of the breach.
- c) Not to demolish or to cause To be demolished the said flat but to Make any addition or alterations or What so ever nature in or to the said flat or any part thereof, or any alterations in the elevations, which are permissible and not objectionable And keep the portion, sewer, drain pipes in the flat and appurtenances thereto in good, tenantable repair condition.
- d) Not to do or permit to be done any act or anything which may render void or voidable of any insurance of said land and the building in which the said flat is situated or any part thereof or whereby any increased premium shall becomes payable in respect of the insurance.
- e) Not to throw dirt, rubbish, rags, garbage or refuse or permit the same to be thrown from the said flat in compound or any portion of the said land and building in which the said flat is situated.

f) Part to the concerned authority or Govt. or any other authority such as, Wat Electricity or any other charges regularly in respect of the said flat.

- (16) The Purchaser shall present Sale Deed of Apartment at Proper Registration Office within time prescribed by Registration Act and Vendor/Developer will attend such Office and Admit the Execution thereof.
- (17) This Deed shall always be subject to the provisions of Maharashtra Ownership Act (Regulations on Promotion of construction, Sale, Management and Transfer) Act. 1973. And/or Subject to the Provisions of Maharashtra Co-operative Societies Act, 1960. And the Real Estate (Regulation And Redevelopment) Act, 2016, the rules thereunder &/or any modifications &/or any re-enactment thereof &/or the rules or any other provisions of law applicable thereto and hereto.
- (18) Any dispute between parties shall be settled amicably by appointing Arbitrator as per the provisions of Indian Arbitration & conciliation Act. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation And Redevelopment) Act, 2016, Rules and Regulations, thereunder.

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.

(19) That the Purchaser of 1BHK Flat area admeasuring 40.52 Sq. Mtrs. shall have to pay Rs. 20,000/-, the Purchaser of 2BHK Flat area admeasuring 49.11 Sq. Mtrs. shall have to pay Rs. 25,000/-, the Purchaser of 2BHK Flat area admeasuring 82.48 Sq. Mtrs. shall have to pay Rs. 30,000/-, the Purchaser of 2BHK Flat area admeasuring 61.52 Sq. Mtrs. shall have to pay Rs. 30,000/-.

SCHEDULE REFERRED TO ABOVE 'I'

(Description of 'THE SAID PLOT' Property)

All that piece and parcel of land bearing N.A. Plot No. 4/5, area admeasuring 482.90 Sq. Mtrs. + Nashik Municipal Corporation Road Widening area 46.09 Sq. Mtrs. total area admeasuring 528.99 Sq. Mtrs., from and out of the approved layout plan of Survey No. 29/4A/4B/4C/3/2, situated at Village: Declali-1, within the local limits of Nashik Municipal Corporation and Registration & Sub Registration Dist. Nashik and which is bounded as under

On Or Towards East :

Plot No. 3

On Or Towards West:

12 Mtrs. Road

On Or Towards South:

6 Mtrs. Road

On Or Towards North:

Plot No. 6&7

Together with existing rights of easement, access, common roads, open spaces.

SCHEDULE REFERRED TO ABOVE 'II'

(Description of 'THE SAID FLAT' Premises)

Upon the above said plot of land referred to above in SCHEDULE - I, structure of Building known in the name and style as 'SHREE GANESHA HEIGHTS APARTMENT' from and out of the said building Flat premises bearing Flat No. 503, area admeasuring 50.95 Sq. Mtrs. RERA Carpet + Balcony area admeasuring 31.53 Sq. Mtrs. total area admeasuring 82.48 Sq. Mtrs., situated on the Fifth Floor and bounded as under :-

On Or Towards East :

Flat No. 502

On Or Towards West:

Marginal Space

On Or Towards South:

Marginal Space

On Or Towards North:

Flat No. 504

Together with all the rights of Easements, Access, Ways, Common Staircase and other rights appurtenant thereto with right of voting rights as per declaration.

SCHEDULE REFERRED TO ABOVE 'III'

(Amenities Provided To Flat in SHREE GANESHA HEIGHTS)

Details of Amenities:

> LIFT

15/10/202

Provision of Lift

> STRUCTURE

R.C.C. Framed structure with external walls 6" thk and internal walls 4" thk.

> KITCHEN

Granite platform with stainless steel sink and wall tiles upto lintel level above kitchen platform only

> FLOORING

Vitrified Tiles flooring in flat

> BATHROOMS

Bath dado tiles upto lintel level height WC dado tiles upto 4ft. height

> ELECTRIFICATION

Concealed electrification with sufficient points and modular switches

> PLUMBING

Concealed plumbing with good quality CP Fittings

> COLOUR

Apex paint to external wall & Neeru finish in internal walls

> DOOR

Laminated flush doors

> WINDOWS

Powder coated aluminum windows

> PARKING

Common parking

