

551/4505

Tuesday, December 24, 2024

11:21 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 5954

दिनांक: 24/12/2024

गावाचे नाव: ओझर टाऊनशिप  
दस्तऐवजाचा अनुक्रमांक: नपड2-4505-2024  
दस्तऐवजाचा प्रकार : साठेखत  
सादर करणाऱ्याचे नाव: राहुल दगु कुशारे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

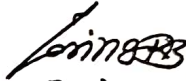
रु. 880.00

पृष्ठांची संख्या: 44

एकूण:

रु. 30880.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे  
11:39 AM ह्या वेळेस मिळेल.

  
द्वयम निबंधक शेफी-१  
नपड-२

वाजार मुल्य: रु.3037800 /-

मोबदला रु.3600000/-

भरलेले मुद्रांक शुल्क : रु. 216000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.880/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1224232121322 दिनांक: 24/12/2024

वँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013086299202425E दिनांक: 24/12/2024

वँकेचे नाव व पत्ता:



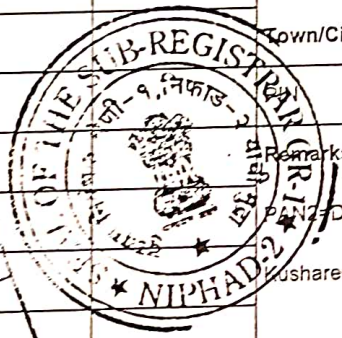


**CHALLAN**  
**MTR Form Number-6**



GRN	MH013086299202425E	BARCODE					Date	23/12/2024-18:58:22	Form ID	25.2
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)						
Office Name	NPD_NIPHAD SUB REGISTRAR			PAN No.(If Applicable)	AEEPB7788L					
Location	NASHIK			Full Name	Anil Ramkrushna Bhambere					
Year	2024-2025 One Time			Flat/Block No.	Gat No 2658/1/1 Kalpataru Baug Phase 1 Row					
Account Head Details	Amount In Rs.		Premises/Building	House No 2 C Wing						
0030046401 Stamp Duty	216000.00		Road/Street	-						
0030063301 Registration Fee	30000.00		Area/Locality	Ojhartownship						
			Town/City/District							
				4	2	2	2	0	7	
				Remarks (If Any)	PAN7=DEGPK4558N~SecondPartyName=Rahul Dagu Share~CA=3600000~Marketval=3026000					
Total	2,46,000.00		Amount In Words	Two Lakh Forty Six Thousand Rupees Only						
Payment Details	BANK OF BARODA			FOR USE IN RECEIVING BANK						
Cheque/DD Details			Bank CIN	Ref. No.	02003942024122301510		1417600229			
Cheque/DD No.			Bank Date	RBI Date	23/12/2024-18:59:25		Not Verified with RBI			
Name of Bank			Bank-Branch		BANK OF BARODA					
Name of Branch			Scroll No. , Date		Not Verified with Scroll					

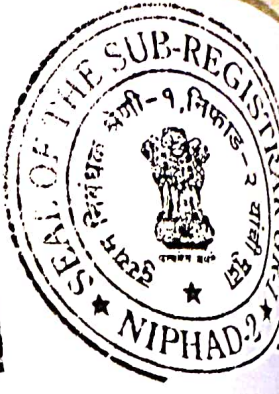
**ज.प.ड. - २**  
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Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तांसाठी लागू आहे. नोंदणी न करवयाच्या दस्तांसाठी सदर चलन लागू नाही.

Mobile No. : 0000000000

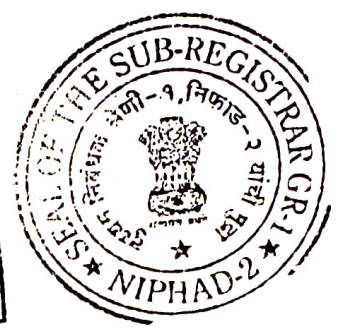
न.प.ड.-२  
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1224232121322	Date 23/12/2024
Received from Self, Mobile number 0000000000, an amount of Rs.880/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Niphad of the District Nashik.	
Payment Details	
Bank Name BARB	Date 23/12/2024
Bank CIN 10004152024122320176	REF No. 1434455924
This is computer generated receipt, hence no signature is required.	



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ZONE NO. 9.2  
Plot Govt. Valuation Rs. 6600/- per sq. mtrs.  
CARPET AREA 105.5 sq. mtrs.  
GOVT. VALUE Rs. 30,37,800/-  
CONSIDERATION Rs. 36,00,000/-  
STAMP Rs. 2,16,000/-  
REGISTRATION FEE Rs. 30,000/-

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made & executed at Pimpalgaon Baswant on this 24<sup>th</sup> day of December 2024.

**B E T W E E N**

- 1) **MR. ANIL RAMKRUSHNA BHAMBERE**  
Age – 64 yrs., Occ. – Business and Agriculture,  
PAN No. AEEPB7788L  
AADHAR No. 7948 3402 4571  
MOBILE NO.9422252035
- 2) **MRS. VIDYA ANIL BHAMBERE**  
Age – 55 yrs., Occ. – Business and Agriculture,  
PAN No. AEMPB1199K  
AADHAR No. 5355 5825 7482  
MOBILE NO.9422252035  
Both r/o. Maa Bhuvaneshwari Complex,  
Janardan Swami Nagar, Ozar (Mig),  
Tal. Niphad, Dist. Nashik.

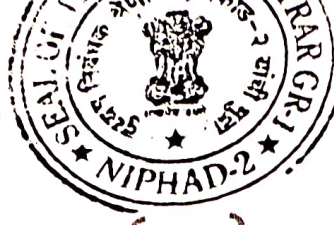
Hereinafter referred to as the **PROMOTERS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the **FIRST PART.**

**AND**

**MR. RAHUL DAGU KUSHARE**  
Age – 32 yrs., Occ. – Doctor,  
PAN No. DEGPK4558N  
AADHAR No. 7933 9214 9063  
MOBILE NO.7887392335  
R/O. Nandur Khurd, Post-Redgaon, Tal. Niphad  
Dist. Nashik-423111



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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/Promoter is the absolute & exclusive owner & otherwise is well & sufficiently entitled to all that piece & parcel of the property situated at **Village Ozar Township, 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.**

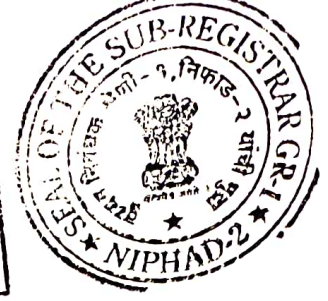
**AND WHEREAS** the promoters have accrued the title of absolute ownership to the said property and well seized and possessed of the same.

**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.

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**AND WHEREAS** the Promoter has commenced the construction of a building on the project land Consisting of "RowHouse Phase-1 and 2" as per approved building plan for residential purpose.

**AND WHEREAS** the vendor has decided to develop the said property by constructing an ownership building in the name of "KALPATARU BAUG PHASE-1" which consists of residential units.

**AND WHEREAS** the Allottee is offered an Row-House No. 2 in Row-House Phase-1, C-Wing (herein after referred to as the said "Apartment") OF KALPATARU BAUG PHASE-1 (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 **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;

**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.

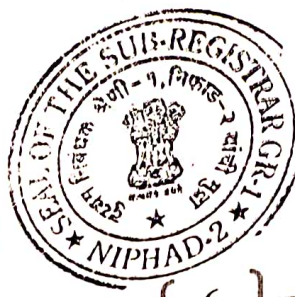
**AND WHEREAS** the Promoter has registered the Project under the provisions of the **Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under No. P51600029723 on dtd. 26/06/2021.**

**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 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. Anand Vasantrao Khairnar/ Pramod Ramchandra Ingle** 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.



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**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 Sub-Registrar, Niphad 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 Sub-Registrar, 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



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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 C** consists of Ground Floor Parking and upto second floor for residential purpose as per approved building plan.

**AND WHEREAS** the Allottee has applied to the Promoter for allotment of **Row-House No. 2 in Row-House Phase-1, C Wing of KALPATARU BAUG PHASE-1.**

**AND WHEREAS** the **CARPET AREA OF ROW-HOUSE 105.5 Sq. Mtrs. and plotted area admeasuring 77.31 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. 2,60,001/-** 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.



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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.

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 THEREFORE, 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 RowHouse Phase – 1 and 2** 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 **Row-House No. 02, in C-WING of Row-House Phase-1, Carpet area admeasuring 105.5 Sq. Mtrs. and plotted area admeasuring 77.31 Sq. Mtrs.** in the building known as **KALPATARU BAUG PHASE-1** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs.36,00,000/-** 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. 50,000/- (Rupees Fifty Thousand Only)** by Online through UTR No.836298103900 on 06/12/2024 in the A/c of Promoters of HDFC Bank, Branch Ozar, A/c. No.50100413994592
  - 2.2 The Allottee has paid a sum of **Rs. 50,001/- (Rupees Fifty Thousand One Rupees Only)** by Online through UTR No.720754145984 on 06/12/2024 in the A/c of Promoters of HDFC Bank, Branch Ozar, A/c. No.50100413994592 .
  - 2.3 The Allottee has paid a sum of **Rs. 1,60,000/- (Rupees One Lakhs Sixty Thousand Only)** by IMPS through on 13/12/2024 in the A/c of Promoters of HDFC Bank, Branch Ozar, A/c. No.50100413994592 .



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- 2.4 The allottee hereby agrees to pay the balance amount of **Rs.33,39,999/- (Rupees Thirty Three Lakhs Thirty Nine Thousand Nine Hundred And Ninety Nine Only)** to be paid as and when project work is completed.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The Promoter shall confirm the final carpet area before giving possession of the row-house 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



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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) Agreement Amount	10%
c) After 1 <sup>st</sup> Slab	15%
d) After 2 <sup>nd</sup> Slab	15%
e) After 3 <sup>rd</sup> Slab	10%
f) Bricks work and Plaster	10%
g) Flooring work	10%
h) Finished	5%
i) Possession	

**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. The Promoter may in its sole discretion deem fit and the Allottee undertakes 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 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 thereon shall not itself be considered as waiver of the right of the promoter under the 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 at the 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 central Govt. including Environmental department at the time of sanctioning the plans or any time thereafter or at the time of granting completion certificate 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

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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 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 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



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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 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.

**10. 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 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 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.



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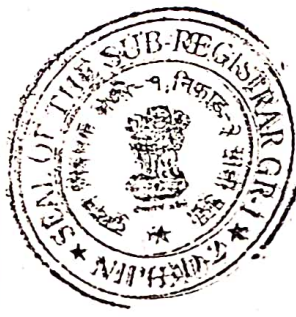
- iii. Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree/Order of any Court / Tribunal / Authority.
- iv. Any Prohibitory or Injunction Order from any Court of Law.
- v. Pendency of any litigation and any order therein.
- vi. Delay or default in payment of any installment or dues by the row-house 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.
- 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/ row-house /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



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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, 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 row-house 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



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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 row-house properly and duly painted from time to time. So also all the row-house 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.

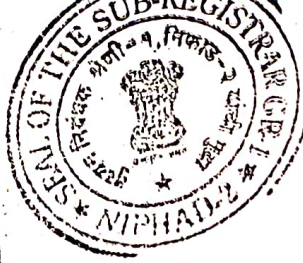
16. **FORMATION OF APARTMENT** The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration 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 situated, provided that all the row-house 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



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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 as per society/apartment rules 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 includes 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) Amount towards the proportionate expenses of installation charges for electric meter, individual electric meter, connection, proportionate amount towards the MSEB ORC charges and deposit and installation charges, etc. and common water meter connection charges shall be borne by the vendor promoter.
- (ii) Taxes as applicable.
- (iii) Legal fees.

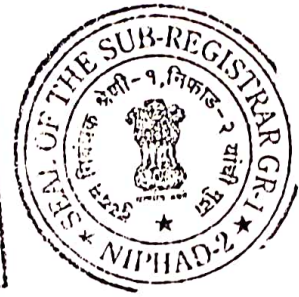
**18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and



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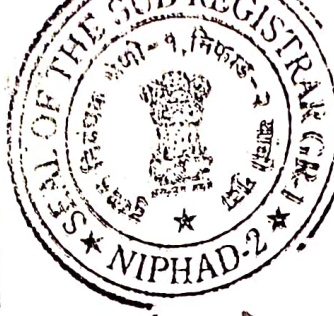


- shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/ Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
  - x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and or no minor has any right, title and claim over the Schedule Property.
  - xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupation certificate is received and thereafter by the association or the purchasers.
  - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

19. It is further agreed by and between the parties that the Promoters shall not be liable to pay the ad-hoc maintenance charges for the unsold premises till final conveyance of the said unsold premises. It is further agreed and understood between the Parties that after the formation of the Organization, the Promoters shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold premises, units, etc. and all the amenities and facilities in the said Project. The Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold row-houses along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice without payment of any premium or transfer fees or charges, donation



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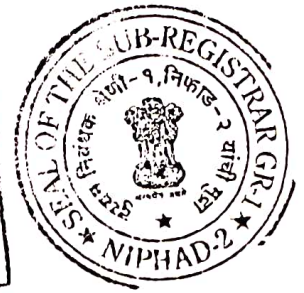
or compensation or costs in any form. Neither the Purchasers herein, nor the Organization shall object to or dispute to any such transaction dealing with the unsold units. The promoters upon intimating to the Organization the name or names of the Purchasers or acquirer/s of such unsold row-houses and amenities, the Organization shall forthwith accept and admit such Purchasers and acquirer/s as the row-house Purchasers and shareholder/s and/or members of the Organization, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from such Purchasers and acquirer/s as any premium, fees, donation or any other amount of whatsoever nature in respect thereof.

20. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lift, etc. or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof or any



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- alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
  - vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
  - vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
  - viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
  - ix. The Allottee shall observe and perform all the rules and regulations which the association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
  - xi. Not to make any changes in elevation such as enclosures in terraces, balconies, addition of grills, etc. and installations of dish antenna etc.
  - xii. Not to change the windows, window grills, railings of the said row-house.



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- xiii. The allottee of any exclusive covered parking facility sanctioned in the plans by the concerned planning authority shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other allottees.
- xiv. The allottee/purchaser or any owner or occupier of the tenements in the building shall not be entitled to disturb the homogeneity of the building or to erect any outer expansion by any manner and to install or to erect any type of permanent or temporary structure on the terrace or to store soil or heavy things on terrace. The allottee/purchaser also shall not obstruct by act and / or omission any outlet of drain or rain or water or sewerage in any manner.

**21. SEPARATE ACCOUNT FOR SUMS RECEIVED** - The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the association towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**22.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the association and until the project land is transferred to the association as hereinbefore mentioned.

**23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**24. BINDING EFFECT** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/ or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be



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treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**25. ENTIRE AGREEMENT** This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

**26. RIGHT TO AMEND :-** This Agreement may only be amended through written consent of the Parties.

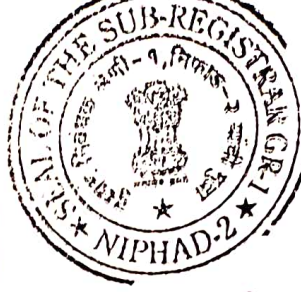
**27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES :-** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**28. SEVERABILITY** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment] to the total carpet area of all the Apartments in the Project.

**30. FURTHER ASSURANCES** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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**31. PLACE OF EXECUTION :-** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Nashik after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at NASHIK.

**32.** The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**33. NOTICES -** That all notices to be served on the Allottee and the Promoter as 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 of Posting at their respective addresses specified below:

**PURCHASERS NAME AND ADDRESS:-**

**MR. RAHUL DAGU KUSHARE**

Age – 32 yrs., Occ. – Doctor,

PAN No. DEGPK4558N

AADHAR No. 7933 9214 9063

MOBILE NO.7887392335

R/O. Nandur Khurd, Post-Redgaon, Tal. Niphad

Dist. Nashik-423111

**PROMOTERS NAME AND ADDRESS:-**

**1) MR. ANIL RAMKRUSHNA BHAMBERE**

Age – 64 yrs., Occ. – Business and Agriculture,

PAN No. AEEPB7788L

AADHAR No. 7948 3402 4571

MOBILE NO.9422252035

**2) MRS. VIDYA ANIL BHAMBERE**

Age – 55 yrs., Occ. – Business and Agriculture,

PAN No. AEMPB1199K

AADHAR No. 5355 5825 7482

MOBILE NO.9422252035

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



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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, MSB and Water Connection charges shall be borne by the vendor and one time maintenance amount of Rs. 35,000/- 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 settle 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 Maharashtra courts will have the jurisdiction for this Agreement.

**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 row-house 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.

**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 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 |

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**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. 2956.54 sq. mtrs. and out of that, the project of "Kalpataru Baug Phase-1" which is constructed on total area adm. 1738.38 sq. mtrs. and Row-House No. 2, Carpet area admeasuring 105.5 Sq. Mtrs. and Plotted area adm. 77.31 Sq. Mtrs., in Row-House Phase-1, C-Wing of KALPATARU BAUG PHASE-1 and bounded as follows:

- |                     |   |                           |
|---------------------|---|---------------------------|
| On or towards East  | - | Row House No.03 of C Wing |
| On or towards West  | - | Row House No.01 of C Wing |
| On or towards South | - | 7.5 mtr road              |
| On or towards North | - | Side Margin               |

**ANNEXURE**  
**AMENITIES TO BE PROVIDED IN THE BUILDING AND ROW-HOUSE**

- 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 MS Grill.
- Raised cooking platform of marble with built in steel sinks and dado.
- Concealed plumbing work in each internal row-house.
- 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 Altimax colour.
- Overhead and underground water tank.

**COMMON AREAS AND FACILITIES**

a. **COMMON AREAS**

- 1) The footings, RCC structures and main walls of the buildings
- 2) Common drainage, water, electrical lines.

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.



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२५ — ४४



{ 25 }

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 VENDOR/PROMOTER

1) MR. ANIL RAMKRUSHNA BHAMBERE



*ABhambere*



2) MRS. VIDYA ANIL BHAMBERE



*ABhambere*



SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED ALLOTTEE

1) MR. RAHUL DAGU KUSHARE



*RKushare*



Witness

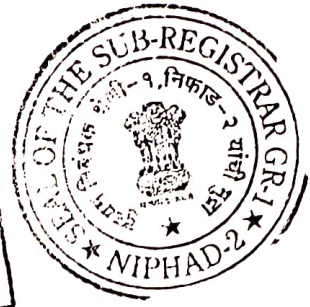
① D.G. Tajane

धनंजी राणेश ताजने

② *Dhuta*

शिवम अशोक दोबाडे

न.प.ड.-२  
दस्तावेज क्र. (१४०७/२०२४)  
२६ - ४२



महाराष्ट्र शासन

गाव नमुना सात ( अधिकार अभिलेख पत्रक )

[ महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव :- ओझर टाऊनशिप (१०९२२२)

तालुका :- निफाड

जिल्हा :- नाशिक



12698951836

UID : 12698951836

गट क्रमांक व उपविभाग

२६५८/१/१

पद्धती भोगवटादार वर्ग -१

शेताचे स्थानीक नाव :

एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
एकक आर.चौ.मी	३६९६	अनिल रामकृष्ण भांबरे				(२९९९७)	कुळाचे नाव व खंड
		विद्या अनिल भांबरे				(२९९९७)	
क्षेत्र		सामाईक क्षेत्र	९९.२८.०९	९९.८९			इतर अधिकार
१ १००.००.००							अकृषिक वापर - रहिवास (गावठाणाबाहेरील)
	६३०७	राजेश्री सचिन पालकर	०.७९.९९	७.९९		(२९९९७)	निवासी बिनशेती ग्रुप हाउसिंग (२९५३९)
१ १०००.००							बोजा - सहकारी बँक
१ १०००.००							दि जळगाव पिपल्स को ऑप बँक लि जळगाव
							शाखा नाशिक रोड कडून र रु ११०००००/-दि
							१०/०३/२०२२ गणेशा वसंत सिंपी, सुनिता गणेशा
							सिंपी करिता (२९५७६)
							प्रलंबित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : ३०४३२ व दिनांक : २८/०३/२०२४
							सीमा आणि भुमापन चिन्हे :



फेरफार क्र : (२९५३९) (३०१९३) (३०१९४) (३०२०५) (३०२८९) (३०२९०) (३०४३२)



हा गाव नमुना क्रमांक ७ दिनांक २८/०३/२०२४:०९:३९:५० PM रोजी डिजिटल स्वाक्षरीत कोला आहे व गाव नमुना क्रमांक १२ धा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अगिलेखावर वर पृष्ठ क्र. १/२ कोणत्याही सही शिक्क्याची आवश्यकता नाही.  
७/१२ डाउनलोड दि. : २०/०४/२०२४ : १२:३६:१८ PM. वैधता पडताळणीसाठी <https://digitalsatbara.mahabhumi.gov.in/dsar/> या संकेत स्थळावर जाऊन 2014160001391204 हा क्रमांक वापरावा.





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२० - ६०



- वाचले :-**
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.१/३/२०१७ बिनशेती परवानगी अर्ज.
  ४. म.महानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक यांचेकडील क्र. /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 स्थळनिरीक्षण अहवाल.
  ६. श्री अनिल रामकृष्ण भांबरे व इतर रा.ओझर ता.निफाड जि.नाशिक यांचे दि.२५/२/२०२१ करारनामा.

४. सदर
- इतर
- प्राधि
- नज
५. सद
६. प्रशा
- जव
७. मिठ
- बांध
- घेणे

उपविभागीय अधिकारी निफाड  
भाग निफाड यांचे कार्यालय  
क्र.जमा/एनए/एसआर/२२/२  
निफाड दिनांक. ०४/०६/२०



**आदेश**

अर्जदार श्री अनिल रामकृष्ण भांबरे व इतर रा.ओझर ता.निफाड जि.नाशिक यांनी म.महानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक यांचेकडील पत्र क्र. /अभि/बां.प./मौजे ओझर ता.निफाड/ग.नं. २६५८/१/१६९ दि.१७/२/२०२१ नुसार विषयांकित मिळकत (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 मोजे 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 मंजुरीची परवानगी खालील अटी शर्ती अटी शर्ती

१. अर्जदार यांनी नियोजन प्राधिकरणाच्या नियमानुसार आवश्यक त्या परवानग्या घेणे बंधनकारक सहाय्यक संचालक नगररचना / कार्यकारी अभियंता, यांनी मंजूर केलेल्या अभिन्यासातील खुली स्पेस) तसेच रस्ते स्थानिक प्राधिकरणाकडे वर्ग करणे आवश्यक राहिल.

२. सदर मिळकत ही नाशिक महानगर प्रदेश विकास प्राधिकरण क्षेत्रात समाविष्ट असल्याने त्या यांना अटी व शर्ती बंधनकारक राहिल. तसेच विकास परवानगी (अभिन्यास व बांधकाम नाशिक महानगर प्रदेश विकास प्राधिकरण यांचेकडून प्राप्त करून घेण्याची जबाबदारी अर्जदार यांना अर्जदारांनी अभिलेख व जमिनीच्या मालकी हक्काबाबत तसेच इतर हक्काबाबत भविष्यात उदभवल्यास व त्यामध्ये तथ्य आढळल्यास तसेच मालकी हक्काबाबत काही गंभीर स्वरूपाच्या आढळल्यास, न्यायालयाचे काही निर्णय झाल्यास त्यांची संपूर्ण जबाबदारी अर्जदार यांचेवर बंधन त्यास हे कार्यालय जबाबदार राहणार नाही.

अर्जदार यांनी अर्जासोबत सादर केलेल्या कागदपत्रांच्या अनुषंगाने या कार्यालयाचे पत्र क्र. 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 असो एकूण रक्कम रु.६०००/- दि. २/६/२०२१ रोजी ००२९१७३७०१ या लेखाशिर्षाखाली भरणा केलेल्या चलनाची प्रत सादर केली आहे.

१. अनिल
२. ओझर
३. तहसिल
४. वाना. यां
५. कळविल्या
६. ते नोंद घ
७. मुन्यात स
८. प-परवा
९. केली आहे
१०. म.उपअ
११. म.महान
१२. यांचेकडे
१३. स.संपंच
१४. तलाठी



दस्तावेज क्र. (४७०५ / २०२४)

२८-४४



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



उपविभागीय अधिकारी  
निफाड भाग निफाड

ते,

१. अनिल रामकृष्ण भांबरे व इतर

२. ओझर ता. निफाड जि. नाशिक

तहसिलदार - निफाड यांचेकडेस मुळ संचिका पा.क्रं.१ ते सह अभिलेखात जतन करणे व योग्य कार्यवाहीकामी ज्ञाना. याशिवाय आणखी असे की, परवानदार यांनी अकृषिक प्रयोजनाकरिता जमिनीचा वापर सुरु केल्याबाबत वळविल्यानंतर विहित नमुन्यामध्ये तसेच अकृषिक प्रयोजन नोंदवहीमध्ये बिनशेती सा-याबाबत वसुलीच्या दृष्टीने योग्य नोंद घ्यावी. शासन राजपत्र दि.५ जानेवारी २०१७ अन्वये ६० दिवसांच्या आत परवानदार यांचेकडून योग्य त्या मुन्यात सनद करून देण्यात यावी. तशी अधिकार अभिलेखात योग्य त्या नोंदी घेण्यात याव्यात.

३. म.महानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक / सहाय्यक संचालक नगररचना नाशिक यांचेकडेस माहितीसाठी अग्रेंषित.

४. म.उपअधिक्षक भूमि अभिलेख, निफाड यांचेकडे माहितीसाठी अग्रेंषित.

५. म.महानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण नाशिक / सहाय्यक संचालक नगररचना नाशिक यांचेकडेस माहितीसाठी अग्रेंषित.

६. सरपंच भ्रामपंचायत ओझर ता. निफाड जि. नाशिक.

७. तलाठी - ओझर ता. निफाड जि. नाशिक यांना अधिकार अभिलेखात योग्य त्या नोंदी घेणेकामी रवाना.

स्वाक्षरीत/-

उपविभागीय अधिकारी

निफाड भाग निफाड





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

विभागीय आयुक्त कार्यालय, नाशिकरोड, नाशिक - ४२२१०१

स्वातंत्र्याचा अमृत

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 रहि  
(ग्रुप हाउसिंग) प्रयोजनार्थ सुधारित अभिन्यास व बांधकाम प्रस्ताव मंजूरीस्तव प्राधिकरणाकडे प्राप्त झाला व  
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 २५६७/१.१०.२०२०	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/- ९,४१,०००/-	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  
उक्त सुधारित अभिन्यास व बांधकाम प्रस्तावास विकास परवानगी व प्रारंभ प्रमाणपत्र देण्यात येत आहे.

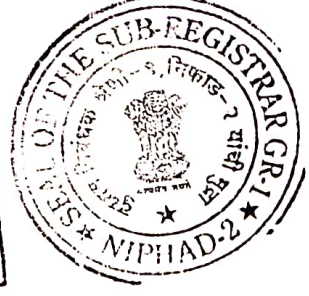
अटी व शर्ती:-

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

NASHIK METROPOLITAN REGION DEVELOPMENT AUTHORITY

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ज.प.ड.-२  
दस्त क्र. (१७७) / २००१  
३० — ४४



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 मोजणी नकाशातील हद्दीचे अधीन राहून परवानगी देण्यात येत आहे. सदर जमिनीचे वहीवाटीचे/ हद्दीचे अनुषंगाने अथवा इमारतीबाबत कोणतेही व्यक्तिगत वाद/न्यायालयीन वाद उदभवल्यास त्याची सर्वस्वी जबाबदारी 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.
- ५ प्रस्तुतच्या जमिनीवर आर्थिक संस्थाचा बोजा असल्यास त्यास अर्जदार / जमीनमालक / विकासक सर्वस्वी जबाबदार राहतील.
- ६ प्रस्तुतच्या जमिनीवर आर्थिक संस्थाचा बोजा असल्यास त्यास अर्जदार / जमीनमालक / विकासक सर्वस्वी जबाबदार राहतील.
- ७ विषयांकित जमिनीवर कोणतेही विकास कार्य सुरु करण्यापूर्वी रेखांकन जागेवर सीमांकित करून भूमि अभिलेख खात्याकडून प्रमाणित करून घेणे बंधनकारक आहे. मंजूर रेखांकनानुसार जागेवरील सीमांकन झाल्यानंतर, भूखंडाचे क्षेत्रफळ, रस्त्यांची रुंदी, १०% सुविधा भूखंड व १०% खुल्या जागेचे क्षेत्र मंजूर रेखांकनात दर्शविल्या पेक्षा कमी भरता कामा नये. यामध्ये कोणताही बदल झाल्यास रेखांकन पुन्हा मंजूर करून घेणे बंधनकारक राहिल. अशा प्रमाणित रेखांकनाची प्रत प्राधिकरणास सादर करून त्यास अंतिम मंजुरी घेतल्या शिवाय कोणताही विकास करता येणार नाही.  
तसेच मंजूर रेखांकनानुसार अंतर्गत रस्ते, सुविधा भूखंड क्षेत्र त्याचप्रमाणे मंजूर प्रादेशिक योजनेचे रस्ते /रस्ता रुंदीने बांधित क्षेत्र जागा मालकास/विकासकास वाढीव चटई क्षेत्राच्या बदलात संबंधित नियोजन प्राधिकरणाकडे हस्तांतरित करावयाचे झाल्यास अशा अनुषंगिक क्षेत्राची मोजणी जागा मालकाने /विकासकाने संबंधित भूमी अभिलेख विभागाकडे रितसर अर्ज करून घेणे बंधनकारक राहिल. तदनंतर अशा क्षेत्राखालील जमिनीचे खरेदीखत संबंधित नियोजन प्राधिकरणाचे नावाने जागा मालकाने/विकासकाने स्वखर्चाने करून देऊन तसा ७/१२ उतारा व त्याप्रमाणे प्रत्यक्ष जागेचा ताबा दिल्यानंतरच अशा क्षेत्राचा वाढीव चटई क्षेत्र मिळणेबाबत आवश्यक त्या बांधकाम नकाशा व अनुषंगिक कागदपत्रासह अर्ज करण्यास अर्जदार पात्र राहतील.
- ८ मंजूर नकाशात दर्शविलेप्रमाणे नियोजित बांधकामापासुन पुढील, मागील व बाजूची सामासिक अंतरे प्रत्यक्षात जागेवर कायम व खुली ठेवणे आवश्यक राहिल.
- ९ इमारतीचे जोता तपासणीसाठी अर्ज करताना अकृषिक / सनद परवानगी आणि परवानाधारक, वास्तुविशारद/अभियंता/स्ट्रक्चरल अभियंता /सुपरवायझर यांचे प्रमाणपत्र सादर करणे बंधनकारक राहिल, त्याचप्रमाणे भोगवटा प्रमाणपत्रासाठी अर्ज करताना बांधकाम प्रस्तावांतर्गत जमिनीचे महसूल / भूमी अभिलेखात एकत्रिकरण/ उपविभागणी केलेला अद्यावत ७/१२ उतारा /प्रॉपर्टी कार्ड व मोजणी नकाशा सादर करणे बंधनकारक राहिल.
- १० इमारतीचे मंजूर नकाशानुसार जोत्यापर्यंतचे बांधकाम पूर्ण झाल्यानंतर जोते तपासणी प्रमाणपत्र प्राप्त करून घेणे बंधनकारक राहिल.
- ११ रेखांकनातील रस्ते, व खुली जागा यांची देखभाल व रेखांकनात दर्शविलेले वर्गीकृत / प्रादेशिक योजना रस्ते/रस्ता रुंदीकरणातील क्षेत्र सर्व जनतेच्या वापरासाठी तसेच शेजारच्या जमीन मालकास वापरण्यास खुले ठेवणे बंधनकारक राहिल.
- १२ रेखांकनातील रस्ते, गटारे, खुली जागा इत्यादी अर्जदारांने/विकासकांने/जमीन मालकाने भूखंड/सदनिका वितरित करण्यापूर्वी जागेवर स्वखर्चाने व समाधानकारक रित्या विकसित करणे आवश्यक आहे.



ज.प.ड.-२  
क्र.सं. (४) ०७ / २०१४  
७) — ४४

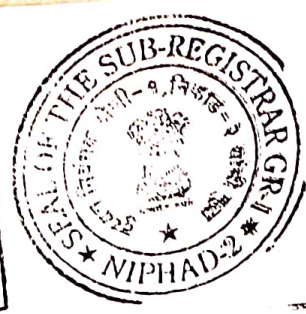


मौजे ओझर, ता.निफाड, जि.नाशिक येथील ग.नं.२६५८/१

- १३ जागेतील/जागे लगतच्या नाल्याच्या/नदीच्या नैसर्गिक प्रवाहास अडथळा येईल, असे कोणतेही बांधकाम येणार नाही. त्याच प्रमाणे उक्त जमिनीवरील विकास करताना जागेवरील भूपृष्ठ रचनेमध्ये अनाधिकृत करता येणार नाहीत. सदर अटीचा भंग करून विकास केल्याने दुर्घटना घडल्यास त्याची जबाबदारी / विकासक / जमीन मालक यांची राहिल. तसेच कुठलाही नैसर्गिक प्रवाह प्रदुषित होणार नाही याची जबाबदारी अर्जदाराची राहिल. २६
- १४ नियोजित बांधकामातील मजल्यांची संख्या व उंची, मंजूर रेखांकन/बांधकाम नकाशांवर दर्शविल्याप्रमाणे असता कामा नये. २७
- १५ स्ट्रक्चरल इंजिनियर यांनी तयार केलेल्या Structural Design नुसार प्रत्यक्ष जागेवर विकास करताना जबाबदारी विकासक व सुपरवायझर यांची संयुक्तित्वात राहिल. २८
- १६ प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील सर्व नियम आणि भारतीय मानक व्यूरोने केलेल्या सुरक्षा प्रमाणकांचे पालन करणे अर्जदार / विकासक / जमीन मालक यांचेवर बंधनकारक राहिल. २९
- १७ शासन नगर विकास विभागा कडील दि.१९/११/२००८चे निदेश क्र.टिपीव्ही-४३०८/४१०२/प्र.क्र.३५५ नवि-११ नुसार अर्जदार / विकासक / जमीन मालक व वास्तुविशारद यांनी बांधकाम नकाशांमध्ये एकूण क्षेत्र (Carpet area) नमूद केलेले आहे. सदर नमूद चटई क्षेत्रा (Carpet area) बाबत आकडेवारी गणितीय चुका इ.बाबत वास्तुविशारद व अर्जदार / विकासक / जमीन मालक संयुक्तित्वात राहिल. ३०
- १८ नियोजित इमारतीसाठी/विकासासाठी आवश्यक असणाऱ्या पिण्याच्या पाण्याची सोय आपण करणे केलेल्या सक्षम प्राधिकरणाने / ग्रामपंचायतीने न केल्यास पिण्याच्या पाण्याची आवश्यक ती पूर्तता अर्जदार / विकासक / जमीन मालक यांनी स्वखर्चाने प्रत्यक्ष वापरापूर्वी करणे आवश्यक आहे. त्याचप्रमाणे सोडणे व मैला निर्मुलनाची सुयोग्य व्यवस्था प्रत्यक्ष वापरापूर्वी करणे बंधनकारक राहिल. ३१
- १९ ओला व सुक्या कचऱ्याकरिता सदर जागेत स्वतंत्र कंटेनरची सोय करणे आवश्यक आहे. घडत होणाऱ्या ओल्या कचऱ्यासाठी गांडूळ खत प्रकल्प अर्जदार / विकासक / जमीन मालक स्वखर्चाने करावयाचा आहे. ३२
- २० आवश्यकतेनुसार वृक्ष लागवड करणे आवश्यक राहिल. ३३
- २१ शासन निर्देशानुसार बांधकाम करतांना Fly Ash चा वापर करणे बंधनकारक आहे. ३४
- २२ सौर उर्जेवर पाणी तापविण्या साठीची यंत्रणा (SWHH किंवा RTPV यंत्रणा) लागू नियमावलीनुसार अर्जदार / विकासक / जमीन मालक यांनी इमारतीचे वापरापूर्वी स्वखर्चाने करणे बंधनकारक राहिल. ३५
- २३ ग्रे वॉटर ट्रीटमेंट प्लॅन्ट यंत्रणा उभारणे अर्जदार / विकासक / जमीन मालक यांचेवर बंधनकारक पाण्याचा फेरवापर वगीचा, झाडाची जोपासना यासाठी करणे आवश्यक आहे. ३६
- २४ मलनिःसारण यंत्रणा (SOLID WAST MANAGEMENT SYSTEM) बसविणे व त्या बरे ठेवणे मलनिःसारण करणे बंधनकारक राहिल तसेच ओला व सुका कचरा वर्गीकरण करणे बंधनकारक राहिल. ३७
- २५ प्रारंभ प्रमाणपत्र दिलेल्या कोणत्याही इमारतीचे बांधकाम पूर्ण झाल्यानंतर मंजूर एकांकित विकास नियम प्रोत्साहन नियमावली नुसार पूर्णत्वाचे प्रमाणपत्र अर्जदार / विकासक / जमीन मालक यांनी तसेच भोगवटा प्रमाणपत्र प्राप्त करून घेतल्याखेरीज कोणत्याही इमारतीचा भागशा. / पूर्णतः वापर सुरू होणे अर्जदार / विकासक / जमीन मालक कारवाईस पात्र राहिल. ३८

प्रत:- =  
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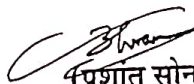
न.प.ड.-२  
दस्तक्र. (२५०५) / २०२४  
३२—४४



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

- २६ अर्जदारांनी नकाशावर दर्शविलेल्या हद्दीबाबत व क्षेत्राबाबत वाद अगर तक्रार निर्माण झाल्यास त्यास अर्जदार 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/ विकसक /जमीन मालक यांचेवर बंधनकारक राहिल व सदर अटी बंधनकारक असल्याबाबत हमीपत्र सादर करणे आवश्यक राहिल.
- २८ मोठ्या इमारत बांधकामाच्या ठिकाणी काम करणाऱ्या मजूरामधील गरोदर माता, स्तनदा माता आणि त्यांच्यासोबत असणाऱ्या ० ते ६ वर्षे वयोगटातील मुलांकरिता शेड बांधणे, शौचालय व पिण्याच्या पाण्याची व्यवस्था, पाळणाघर इ. तात्पुरत्या सुविधा कंत्राटदार किंवा बांधकाम विकासक यांनी करणे आवश्यक आहे.
- २९ हद्दी व क्षेत्राबाबत वाद अगर तक्रार निर्माण झाल्यास त्यास अर्जदार जबाबदार राहतील.
- ३० प्रस्तुत जमिनीवर भविष्यात छाननी शूलक, प्रिमीयम शूलक, विकास शूलक, सुरक्षा ठेव व कामगार कल्याण उपकर इत्यादी बाबतच्या रक्कमेची बाकी उदभवल्यास सदर रक्कम प्राधिकरणाकडे जमा करणे अर्जदार 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 ठेवल्यास प्रतिदिन रु. १००/- दंड आकारला जाईल.
- ३३ यापूर्वी उपमहानगर नियोजनकार, नाशिक महानगर प्रदेश विकास प्राधिकरण, नाशिक यांचे पत्र.क्र. नामप्रविप्रा/अभि.वां.पं./मौ.ओझर,ता.निफाड/ग.नं.२६५८/१/१६९, दि. १७/२/२०२१ अन्वये मंजूर केलेले नकाशे यापुढे रद्द समजणेत येत आहेत.
- ३४ लागू एकत्रीकृत विकास नियंत्रण व प्रोत्साहन नियमावलीतील (UDCPR) आवश्यक त्या सर्व तरतुदी 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 निर्गमित होणारे आदेश / मार्गदर्शक सुचना यांचे पालन करणे आपणांवर बंधनकारक राहिल.
- प्रस्तावासोबतच्या रेखांकन/बांधकाम नकाशाच्या तीन प्रती साक्षात्कृत करून सोबत जोडले असून प्रस्तावासोबतची अन्य सर्व कागदपत्रे प्राधिकरणाच्या अभिलेखार्थ राखून ठेवण्यात येत आहेत.

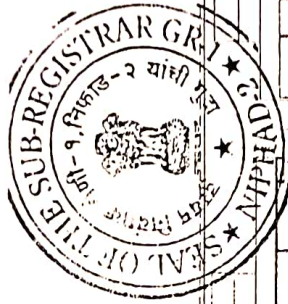


  
(प्रशांत सोनवणे)  
उपमहानगर नियोजनकार,  
नाशिक महानगर प्रदेश विकास प्राधिकरण,  
नाशिक

प्रत:- माहिती व आवश्यक कार्यवाहीसाठी.

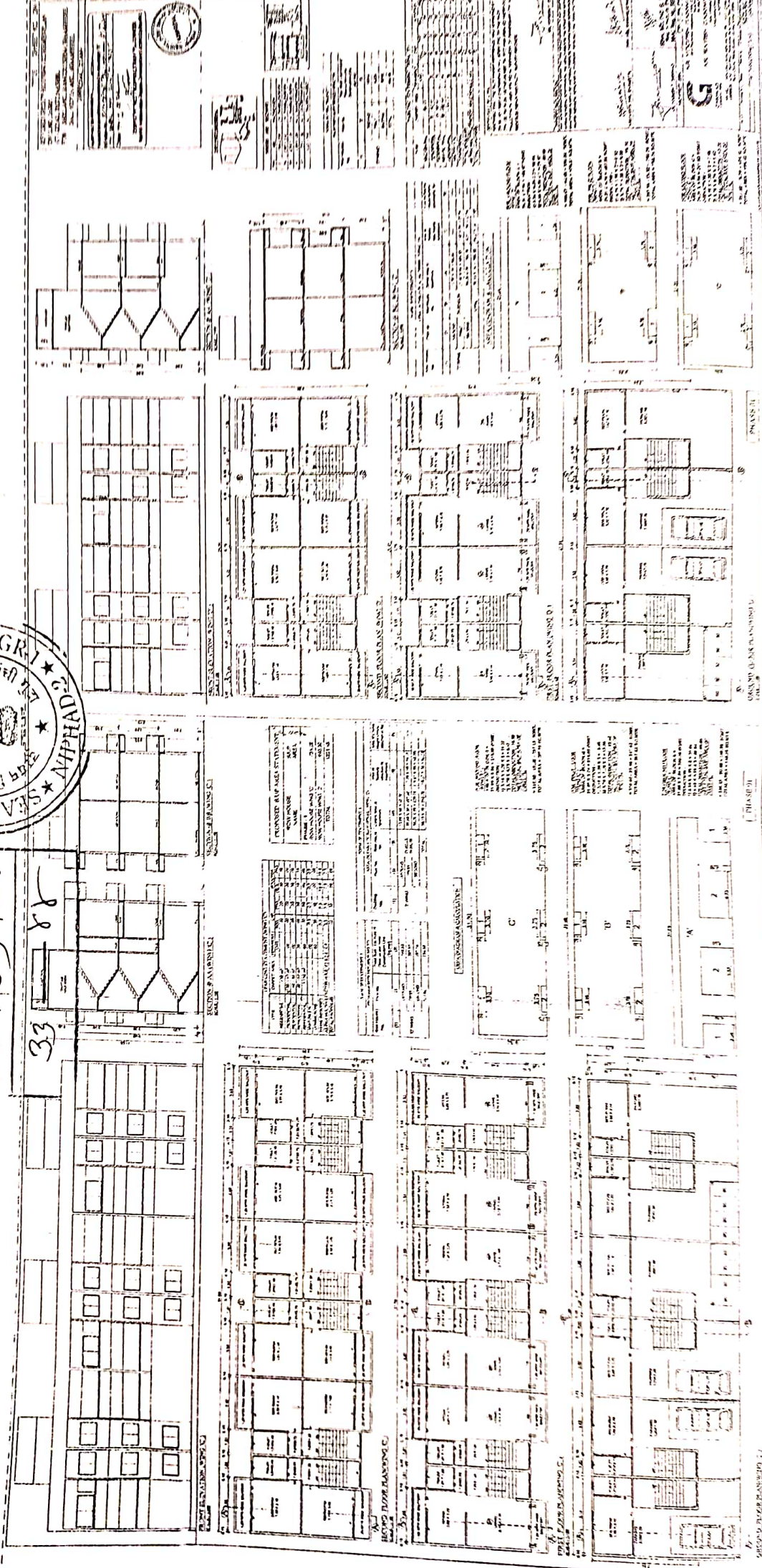
- १) तहसिलदार, तहसिल कार्यालय, ता.निफाड, जि.नाशिक
- २) प्रशासक / मुख्याधिकारी ओझर नगर परिषद, ओझर (मिग), ता.निफाड, जि. नाशिक
- ३) तलाठी, ओझर, ता.निफाड, जि. नाशिक



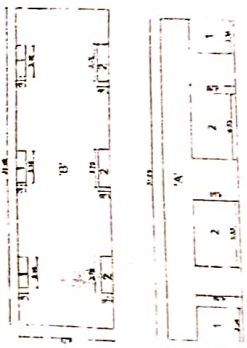
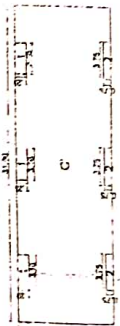


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**Maharashtra Real Estate Regulatory Authority**

**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 :  
P51600029723

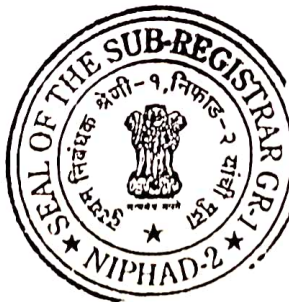
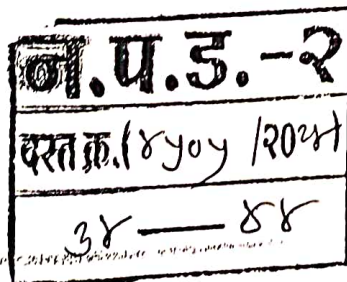
Project: **Kalpataru Baug - Phase 1** , Plot Bearing / CTS / Survey / Final Plot No.: **Part of Gut No. 2658/1 at Ozar (CT), Niphad, Nashik, 422206;**

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:-
  - o The promoter shall enter into an agreement for sale with the allottees;
  - o 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;
  - o 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 (I) 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.
  - o The Registration shall be valid for a period commencing from **26/06/2021** 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.
  - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - o 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. Vasanti Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 26-06-2021 19:09:23

Dated: 26/06/2021  
Place: Mumbai

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

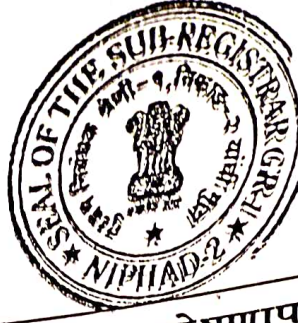




न.प.ड.-२

दस्त क्र. (४७७) / २०

५७ — ४४



**घोषणापत्र**

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

दिनांक :- २४/०६/२०२४

सागर अनिल भांबेरे

551/2282

Monday, June 20, 2022

11:31 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 2973 दिनांक: 20/06/2022

गावाचे नाव: ओझर टाऊनशिप  
दस्तपेवजाचा अनुक्रमांक: नपड2-2282-2022  
दस्तपेवजाचा प्रकार: विशेष मुखत्यारनामा  
सादर करणाऱ्याचे नाव: सागर अनिल भांबेरे

नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 31

₹. 100.00  
₹. 620.00

एकूण:

₹. 720.00

आपणास मूळ दस्त, यंत्रनेल प्रिंट, सूची-२ अंदाजे  
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बाजार मूल्य: ₹. 1/-

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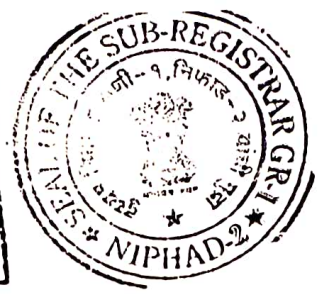
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1) देयकाचा प्रकार: DHC रकम: ₹. 620/-  
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दुय्यम निबंधक श्री. वि. द. ४९  
निफाड-२

ज.प.ड.-२  
दस्तावेज क्र. (१५०५ / २०१८)  
३६ — ४५



घोषणापत्र

मी/ आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक, म.रा.पुणे यांचे दि. ३०/११/२०१३ रोजीचे परिपत्रक वाचुन असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असुन याची आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आलो आहे / आहोत.

सादर नोंदणीचा दस्तेवज 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 अद्यापही 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 जोडण्यांत आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही न्यायालयात / शासकीय कार्यालयाचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी नियम, १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम, १९६१ चे नियम ४४ व वेळोवेळी न्यायालयाचे / उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पुर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार भुदांक शुल्क किंवा नोंदणी फी कमी लावती / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक व ओळख देणार जबाबदार राहणार आहोत. याची आम्हांला पुर्ण कल्पना आहे.

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

लिहून घेणार...

लिहून देणार...

*[Signature]*

*[Signature]*